

TOWN OF TYNGSBOROUGH

Office of the Selectmen
25 Bryant Lane
Tyngsborough, MA 01879
Tel: 978 649-2300 Ext. 100
Fax: 978 649-2320

Board of Selectmen Meeting Minutes

Monday January 03, 2011

6:00 P.M.

Town Offices

Members Present: Selectwoman Ashley O'Neill, Selectwoman Elizabeth Coughlin, Selectman Richard Reault, Selectman Richard Lemoine and Selectman Robert Jackson.

Staff Present: Town Administrator Michael Gilleberto and Admin Assistant Therese Gay

The listing of matters are those reasonable anticipated by the Chairman which may be discussed at the meeting. Not all items listed may in fact be discussed, and other items not listed may also be brought up for discussion to the extent permitted by law.

1. 6:05 P.M Open Meeting

The Chairman called the meeting to order, the Board was introduced and the agenda was read. The Board is required to announce the egress path with the location of exits to be used in case of a fire along with areas of rescue assistance for use by persons with disabilities, per 527 CMR 10.00 of the Dept. of Fire Services of the Commonwealth. The Chair identified the two egresses to be used in the event of a fire.

2. New Business

• 6:05 P.M. Manager Change Request - Blue Moon

The Chair opened the meeting, the Clerk read the legal notice published in the local newspaper. Attorney Nicosia came forward along with Debra Dubois, present manager and Christopher Pereira soon to be manager. Mr. Pereira has been working under the direction of Ms. Dubois for the past year gaining experience as a manager. Mr. Pereira has all the necessary paperwork in order and is also TIP certified. The Board welcomed Mr. Pereira and wished the semi-retired Ms Dubois luck and the Board expressed their thanks to Ms Dubois for operating a tight ship at the club. The Board voted unanimously on a motion by Selectwoman Coughlin, second by Selectman Jackson to transfer the manager from Debra Dubois to Christopher Pereira.

3. Old Business

Tyngsborough Sports Center

This meeting was a continuation of a meeting to consider the amendment to the Sports Center's entertainment license to include mixed martial arts events. Town Counsel was present. There was discussion on what is and is not allowed at the Center. The mixed martial arts events are not allowed in this district. The Board of Selectmen do not have the authority to issue a special permit for such events. The best course to take is to have Mr. Wickens petition the Planning Board for a change in the zoning by-laws to allow mixed martial arts in the Industrial district. Mr. Wickens can petition for a special town meeting or wait and file an article for the May annual town meeting. Mr. Wickens is allowed to have charitable tournaments, charitable fundraising events (social, dances, etc.) non-gambling and charity poker tournaments, birthday parties (children and adults) and sleep-ins as requested. The Board voted unanimously on a motion by Selectman Lemoine, second by Selectman Jackson to approve the 5 items charitable tournaments, charitable fundraising events (social, dances, etc.) non-gambling and charity poker tournaments, birthday parties (children and adults) and sleep-ins as requested. Mr. Wickens indicated that he will wait for the annual town meeting and submit a petition for a by-law change.

• Westford Road Development Agreement

Selectman Lemoine has the Westford Road Development Agreement nearly complete, will submit to the Administrator this week to forward to Town Counsel for final review. The Agreement will be ready for the next Selectmen's meeting.

4. Citizen/Business Time

Citizens or business owners may contact the Office of the Selectmen to request to address the Selectmen during citizen/business time. Citizens or business owners who have not contacted the Office of the Selectmen in advance may address the Board of Selectmen on matters of interest to the public for not more than five (5) minutes.

No citizen or businessman can forward.

Selectwoman Coughlin asks if everyone would consider patronizing our local businesses whenever possible.

5. Selectmen's Annual License Renewals

• Renew Common Victualler License - Bittersweet Bake Shoppe

The Board has received and reviewed the renewal paperwork for the Bittersweet Bake Shoppe. The Board voted unanimously on a motion by Selectman Jackson, second by Selectman Lemoine to renew the Common Victualler License for Bittersweet Bake Shoppe as submitted and setting the hours of operation from 9AM to 5PM.

- Renew Licenses for Funtageous, Inc.
 - o Common Victualler
 - Weekday/Sunday Entertainment Licenses
 - o Automatic Amusement Devices

The Board has received and reviewed the renewal applications submitted by Mr. Politito for Funtageous Inc, DBA Mad Dad's Family Fun Spot and Arcade. The Board voted unanimously to renew the applications as submitted and has voted to charge a partial fee of \$400.00 for the automatic amusement devices for the year 2011.

Correspondence

The Board voted unanimously on a motion by Selectman Reault, second by Selectman Lemoine to accept the correspondence as submitted for discussion. Discussion: Announcement that Mr. McCarty has resigned from the school committee, the Committee Members and the Selectmen will meet at the end of January to jointly appoint a new member. The Board received a letter from S&R Corp. requesting the use of the land behind the First Parish Church to stockpile some fill. If the Board is okay with the request a lease agreement will be drawn up and sent to Town Counsel for review. Selectwoman Coughlin and Selectman Lemoine have a concern with the stockpiling of fill material near a body of water and in the town center. S&R has an agreement to use town own land on the east side of the bridge. The Administrator will contact the S&R Corp. representative for the next meeting. Announcing the Education Foundation for Tyngsborough and the Friends of Tyngsborough Theatre's presentation of their 3rd collaborative interactive dinner theater titled "Are you smarter than a.....???" The show dates are Friday, January 21st and Saturday January 22nd at the First Parish Church Hall at 48 Main Street in Westford, MA.

7. Selectmen's Reports

- Selectman O'Neill Strategic Financial Planning No report
- Selectman Coughlin Energy and Environmental Affairs/Licenses/Inspections Selectwoman Coughlin updated on the Energy and Environmental Committee's projects and has completed the application for the electric generation stations. Ms Coughlin announced that Mass Wildlife is conducting a survey on bald eagles in the area if anyone wishes to participate the survey will be on the website starting Friday January 8th and will run till Jan 13th. We are still working on reuniting the lost dog that was found on November 6th in town.
 - Selectman Reault Northern Middlesex Council Of Government No report

- Selectman Lemoine Economic Development/Westford Road Devel no report
- Selectman Jackson The Early Childhood Center/Insurance Committee

Selectman Jackson has informed the Board that the early childhood center committee appears to have no intention to meet again. Mr. Jackson has an interest in serving on the insurance committee if the Board so wishes. The Board voted unanimously on a motion buy Selectwoman Coughlin, second by Selectman Reault to appoint Robert Jackson as the board' representative on the committee. The Board has received a letter of interest from Mr. Christopher Casey to serve on the Insurance Committee. The Board voted unanimously on a motion by Selectman Jackson, second by Selectman Lemoine to appoint Christopher Casey as a member of the insurance committee. The Finance Committee has voted Linda Geyer as their representative. The Town Administrator will contact the Superintendent of Schools to see if they have appointed anyone.

8. Town Administrator's Reports

Report is available online at www.tyngsboroughma.gov

Town Administrator's Report for the weeks ending December 10, 17, 24, and 31

Response to Selectmen's Requests

- Reports from Town Counsel and the Building Commissioner regarding Tyngsboro Sports Center are in your packets.
- I am attempting to re-schedule the Director and Counsel for the Dracut Water Supply District for the January 10th meeting.

Budget Status

- Per the vote of the Selectmen of December 20, I am working with the Finance Committee's designee (Rob Mullin) to proceed with the FY 2012 budget process.
- The Capital Asset Management Committee has begun the process for updating the Five Year Capital Plan. We await the school request and are also evaluating how much money might be available for expenditure this FY or next.

<u>Departmental Information</u>

- Attached please a copy of an offer letter for Kristine Hartwell for the position of Highway Clerk
- With the recent generous gift of a flat screen television to the Senior Center, we now have a surplus television. A request has gone out to departments to see if this property can be utilized elsewhere. Otherwise, we will surplus it off to the highest bidder via an advertisement on Channel 8 and the Town website.

Other

- In your correspondence, please refer to a request from S and R corporation requesting access to Town property for a construction easement. They have submitted a release and proof of insurance, which is under review by Town Counsel.
- Attached please find a copy of my letter responding to a request for information submitted by Mr. Jeffrey Carlsen.
- Attached please find a copy of a memorandum I sent out to the Finance Committee and the School Committee concerning the newly-formed Insurance Committee.
- Attached please find a copy of a letter I sent to the Assessors clarifying the intention of the Selectmen and Town meeting restoring employee hours.
- Attached please find a letter to the Inspector general delegating purchasing authority for the Public Schools. Mr. Messina is a certified Purchasing Agent.
- Attached please find a copy of correspondence with a resident concerning a damaged mailbox. The Highway Department addressed the issue the next day.
- Attached please find a copy of a memorandum I sent to the Cultural Council to kick-off their review. They are schedule to
 meet on January 5th.
- Attached please find a copy of a letter in response to a resident letter concerning the Pawtucket Boulevard Realignment Project.
- Attached please find a copy of a letter sent out to department heads and boards concerning egress/exit from public buildings.
- Copies of letters to open negotiations with SEIU unions for FY 2012 are attached. While the Evergreen Clause in all likelihood negates the need for these letters, they were sent to reserve our rights.
- Attached please find a copy of a letter replying to a request from resident of Pennsylvania.

9. Executive Session (if necessary) - No session this evening.

The board may move to go into executive session to discuss strategy with respect to collective bargaining, litigation, or exempt negotiations if an open meeting may have a detrimental effect on such subject matters.

10. Adjournment

The Board voted unanimously on a motion by Selectman Reault, second by Selectman Jackson to adjourn the meeting. The meeting adjourned at 7:25 P.M.

Respectfully submitted

Therese Gay Admin Assistant

Approved on Monday January 24, 2011



TOWN OF TYNGSBOROUGH.

Office of the Selectmen
25 Bryant Lane
Tyngsborough, MA 01879
Tel: 978 649-2300 Ext. 100
Fax: 978 649-2320

Board of Selectmen Meeting Agenda

Monday December 20, 2010

6:00 P.M.

Town Offices

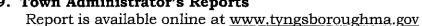
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- 1. 6:05 P.M Open Meeting
- 2. New Business
 - 6:05 P.M. Dracut Water Supply District
 - Cable Franchise Agreement
 - 7:00 P.M. Tri-Board Meeting
- 3. Old Business
- 4. Citizen/Business Time

Citizens or business owners may contact the Office of the Selectmen to request to address the Selectmen during 'tizen/business time. Citizens or business owners who have not contacted the Office of the Selectmen in advance may dress the Board of Selectmen on matters of interest to the public for not more than five (5) minutes.

- 5. Approve Minutes
 - Monday October 25, 2010,
 - Monday November 1, 2010,
 - Monday November 16, 2010
 - Monday November 22, 2010
 - Executive Session Minutes.
 - Monday November 16, 2010
- 6. Selectmen's Annual License Renewals
 - Annual Renewal of the Automatic Amusement Devices
 - Renew Licenses for Funtageous, Inc.
 - o Common Victualler
 - o Weekday/Sunday Entertainment Licenses
 - Automatic Amusement Devices
- 7. Correspondence
- 8. Selectmen's Reports
 - Selectman O'Neill Strategic Financial Planning
 - Selectman Coughlin Energy and Environmental Affairs/Licenses/Inspections
 - Selectman Reault Northern Middlesex Council Of Government
 - Selectman Lemoine Economic Development/Westford Road Development
 - Selectman Jackson The Early Childhood Center/Insurance Committee and
 - o Discussion on providing the public with information on contract negotiations

9. Town Administrator's Reports



- Response to Selectmen's Requests
- Budget
- Departmental Information
- Contracting/Procurement
- Other

10. Executive Session (if necessary)

The board may move to go into executive session to discuss strategy with respect to collective bargaining, litigation, or exempt negotiations if an open meeting may have a detrimental effect on such subject matters.

11. Adjournment

Future Meetings

* The Town Offices will be closed on Friday December 24 and Friday December 31- for the Christmas/New Year Holidays.

Selectmen's Meeting Monday, January 3, 2011 at 6:00 P.M. at Town Hall Offices.

Selectmen's Meeting Monday, January 10, 2011 at 6:00 P.M. at Town Hall Offices.

*The Town Offices will be closed on Monday, January 17 for the Martin Luther King Holiday.

Selectmen's Meeting Monday, January 31, 2011 at 6:00 P.M. at Town Hall Offices.

ARTHUR C. SULLIVAN, JR. ATTORNEY AT LAW 287 APPLETON STREET, SUITE 125 LOWELL, MASSACHUSETTS 01852

TEL: (978) 970-5680 FAX: (978) 970-5686

November 2, 2010

Via E-Mail and U.S. Mail

Ashley O'Neill, Chair Tyngsborough Board of Selectmen Tyngsborough Town Hall 25 Bryants Lane Tyngsborough, Massachusetts 01879

Dear Chair O'Neill:

Please find enclosed a draft of an Agreement between the Town of Tyngsborough and the Dracut Water Supply District.

The Superintendent/Executive Director of the Dracut Water Supply District, Mark Riopelle, asked me to forward this Agreement as the current Agreement is in holdover status. This Agreement tracks the prior contract except that Section D3 has been added for consideration.

I am forwarding a copy of this letter to the Town Administrator, Michael Gilleberto.

If your Counsel has any questions or comments, it would be best to contact Attorney Edward L. Morris, Jr. as he is familiar with the contract.

Sincerely,

Arthur C. Sullivan, Jr.

Other Chillian).

ACS/kmb

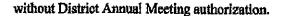
cc: Michael Gilleberto, Town Administrator
Via E-Mail and U.S. Mail

AGREEMENT TOWN OF TYNGSBORO and DRACUT WATER SUPPLY DISTRICT

	, 2010, between the Town of Tyngsboro (the fire Dracut Water Supply District (the District), by its
Whereas, the District, pursuant to Chap certain areas of the Town for certain ter	ter 498 of the Acts of 1953, provides water to ms and conditions; and
Whereas, the District has established the rates for the sale of water to its custome	rough its legislative body, the Annual District Meeting rs; and
Whereas, the Town wishes to purchase	water for certain areas within the town;
Now therefore, the parties for mutual co successors, as follows:	nsideration, agree, binding themselves and their
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A. Water Rates

- 1. The Town's water users served by the District shall pay the same rates, fees and charges used for the District water users in every respect. The Town water users shall not pay any fee in excess of what is charged Dracut water users; and the Town's water users shall receive the same benefits and services except unless otherwise provided in a restriction previously recorded at the Middlesex North District Registry of Deeds or Land Court, running with the land and binding upon the water user.
- 2. The parties acknowledge that costs of water, equipment and services purchased by The District may increase; and the District acknowledges its obligations and responsibility to properly manage and operate its facilities, to deliver water to its water users as efficiently and at as reasonable a cost as possible, and to use its good faith and bona fide efforts to reduce costs.
- The Town's user's shall pay the same rates as, except as noted herein, as District users.
- 4. The rates shall be implemented under the following terms and conditions:
 - a. If an increase occurs that is 5% or less, which is authorized by the District By-Laws, and under the authority of the Board of Water Commissioners, the District shall notify the Town at least 60 days prior of such increase. In addition the notification shall state the reasons for said increase along with its proposed purpose.
 - b. The District may by By-Law raise rates not to exceed 5% in any one year



- c. In the event, however, such increase is above 5%, the District shall notify the Town in writing of the proposed increase, together with documentation justifying the proposed increase. Such increase may be addressed only at the Annual District Meeting or a Special District meeting called for that purpose. The Board of Selectmen of the Town may, at their discretion, request a hearing on such increase and request the attendance of the District Commissioners and/or their representatives who shall attend such hearing. Within 60 days of the receipt of such notice, the Selectmen shall approve or disapprove, in writing, such increase and shall give notice forthwith of its decision, and if disapproved, shall set forth its reason for such disapproval. In the event the Board of Selectmen of the Town do not make such decision within sixty (60) days, the requested rate increase shall be deemed approved. The Parties may, by mutual consent and in writing, extend said time period.
- d. In the event the Selectmen of the Town disapprove the increase and the parties are unable to reach agreement, the matter may be submitted to the Department of Telecommunications and Energy, as provided in the Special Act.

B. Fire Hydrants

- The parties shall agree as to the location of fire hydrants. The provisions of Chapter 498 of the Acts of 1953 shall determine any unresolved fire hydrant locations. The placement of Hydrants on any proposed sub division shall be submitted to the Tyngsboro Fire Department for review and approval.
- 2. The District agrees to maintain and repair all fire hydrants in the area designated by the Act at no cost to the Town. The District further agrees to maintain and repair fire hydrants, provided that the cost of necessary replacement parts shall be the responsibility of the Town, with the exception of painting.
- 3. Fire Hydrant fees for use by Town authorized departments shall be the same as those charged to the Town of Dracut. It is agreed however that no hydrant of the District shall be operated without first contacting the District to assure proper use and set up. (Fire emergencies being the exception)

C. Complaints

 If the Town's water users complain to the District regarding charges or service and if the District cannot or for any reason declines to satisfactorily resolve the complaint(s), the District will forward such complaint(s), in writing, to the Town Administrator with its decision as to the resolution of said complaint within 30 days of the receipt of the customer complaint.

- 2. The Town Administrator will review the complaint(s); and if the Town disagrees with the decision of the District, the Town Administrator or his/her designee and the District Representative shall meet to resolve the complaint within 14 days from the date the District receives notice of the Town's disagreement.
- 3. If the Town Administrator fails to call for a meeting within the allowed 14 days as outlined in Paragraph 2, the Town shall be understood to be in agreement with the District's resolution of said complaint.

D. Other Provisions

- If any provision of this agreement is illegal, the remainder of the agreement shall not be affected.
- 2. This agreement shall continue for a period of five (5) years from January 1, 2010, and thereafter until modified by law, by an agreement between the parties, or by the Massachusetts Department of Telecommunications and Energy.
- 3. The Town will accept and commit to taxes any lien presented to it by the District in accordance with the provisions of M.G.L. Chapter 42A.

In Witness Whereof, the parties sign this ag		, 2010.
For the Town	For the District	
		
		
and the second s		
Approved as to form by Counsel		
- defense on an an analysis of continue		



May 19, 2010

Commissioners Robert E. Corey Charman William L. Morin William "Zee" Zieliaski

Gary W. McCarthy Executive Director/Superintendent

Mark R. Riopelle Assistant Superintendent

> Debra H. Vinal Treasurer

Michael Gilleberto Town Administrator 25 Byrant Lane Tyngsboro, Ma 01879

Dear Michael Gilleberto,

Please be advised that at our annual District meeting on May 8, 2010 the enclosed rate increase was approved by majority vote effective immediately. Due to increasing operating cost and anticipated Well improvements/repairs it is with regret this action is necessary.

The next billing for Tyngsboro customers which will reflect this increase is July 2010. If you have any questions regarding this increase please do not hesitate to call.

Sincerely,

Gary W. McCarthy

Executive Director/SuperIntendent



Commissioners Chairman-William "Zee" Zielinski William L. Morin Robert E. Corey

> Gary W. McCarthy Executive Director/Superintendent

> > Mark R. Riopelle Assistant Superintendent

> > > Debra H. Vinat Treasurer

November 24, 2009

Rosemary Cashman Town Administrator 25 Byrant Lane Tyngsboro, Ma 01879

Dear Rosemary,

Please be advised that the Commissioners voted to increase the water rates by 5% at their November 10th meeting as allowed by District by-laws.

This increase is effective for all customers of the Dracut Water Supply District. As per our agreement, I am notifying you of any increase.

The next billing for Tyngsboro customers which will reflect this increase is January 2010. If you have any questions regarding this increase please do not hesitate to call.

Sincerely,

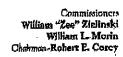
Gary McCarthy

Superintendent/Executive Director

DRACUT WATER SUPPLY DISTRICT RATE HISTORY 2001 TO PRESENT

	Dracut	Tyngsboro	Dracut	Tyngsboro	
FY	Residential	Residential	Commercial	Commercial	Comments
2001	\$3.00	\$3.00	\$3.70	\$3.70	
2002	\$3.00	\$3.00	\$3.70	\$3.70	
2003	\$3.15	\$3.15	\$3.89	\$3.89	Board Vote 5% 7/1/02
2004	\$3.15	\$3.15	\$3.89	\$3.89	
2005	\$3.15	\$3.15	\$3.89	\$3.89	
2006	\$3.15	\$3.15	\$3.89	\$3.89	
2007	\$3.15	\$3.15	\$4.08	\$4.08	Board vote 5% base res, 5% all commercial 7/1/06
2008	\$3.30	\$3.30	\$4.28	\$4.28	Board Vote 5% all 1/1/2008
2009	\$3.30	\$3.30	\$4.28	\$4.28	•
11/11/09	\$3.47	\$3.47	\$4.49	\$4.49	Board Vote 5% all 11/11/09
2010	\$4.17	\$4.17	\$5.38	\$5.38	Distrist Vote 5/8/10

Copy: Tyng, Water Dist.



Gary W. McCarthy
Executive Director/Superintendent

Mock R. Riopelle Assistant Superintendent

Debra H. Vinal

DRAGUE

2009 JUN 25 AH 9: 36

BOARD OF SELECTMEN TYNGSBOROUGH, MA.

To: Rosemary Cashman

Town Administrator

From: Gary W. McCarthy

Executive Director-Superintendent

Date: June 25, 2008

Subj: Makos Street Area Residents Letter

Re: Pump Station Makos Street Service Zone

Rosemary this week we will be notifying some of our customers in the Makos Street area of a proposal regarding the pump that services their homes.

While this has no direct impact on our agreement regarding rates and service items covered for customers in general, you may hear from residents who will be impacted.

The Makos area is serviced by a pump put in years ago and those residents via deed restrictions are required to pay additional funds to maintain this pump. We are now proposing to release all these customers (116) from the added expense. Also, as the system is quite old, if this is not accomplished these 116 customer accounts would be faced with additional expenses of hundreds of dollars extra per year as allowed by the deed restriction.

Our legal department has processed the necessary documents and each impacted customer will be notified of our plan, their rights and responsibilities and generally what our efforts would mean to them. The biggest would be the release of the present costs of the base rate of \$100.00 as well as release from future costs which we feel will be significant.

If you have any questions or calls of concern please feel free to contact me directly. Assistant Superintendent Mark Riopelle also can address any concerns.

Thank you



Town of Tyngsborough Conservation Commission

2003 APR 11 MID: 5

25 Bryants Lane, Tyngsborough, Massachusetts 0 1879-1003 Office: (978) 649-2300 x 119 Fax: (978) 649-2301

TYMESH ROUGH, MA.

NOTIFICATION TO ABUTTERS

In accordance with the Massachusetts General Laws Chapter 131 section 40, and the Town of Tyngsborough Wetland Protection Bylaw, you are hereby notified of the following:

The below named applicant has filed a Notice of Intent/Request for Determination of Applicability with the Tyngsborough Conservation Commission. The applicant is seeking permission to remove, fill, dredge, or alter an Area Subject to Protection or work within 100 feet of an Area Subject to Protection under the Wetland Protection Act and the Town of Tyngsborough Wetland Protection Bylaw or within 200 feet of an Area Subject to Protection under the Rivers Act.

Name of Applicant:	Dracut Water Supply District
Name of Owner of property:	Town of Tyngsboro
Address where the activity is proposed:	Mascuppic Trail
Description of proposed work: The application Mascuppic Trail	ant is proposing to replace water main on
Copies of the filing may be examined at the office at the Town Hall, Monday through Through arrangements with the applicant, or	e Tyngsborough Conservation Commission Thursday from 8:00 AM to 4:00 PM, or r applicant's representative.
Applicant's telephone number: (978) Representative's telephone number: (978)	
Information regarding date, time, and place calling, the Commission office at the above	of the public hearing may be obtained by number. The agenda will be posted in Tow

Information regarding date, time, and place of the public hearing may be obtained by calling, the Commission office at the above number. The agenda will be posted in Town Hall at 25 Bryants Lane at least 48 hours in advance of the hearing. Notice of the public hearing including date, time, and place will be published at least five days in advance in the Lowell Sun. Hearings are generally held in the Community Room at Town Hall unless otherwise specified.

Date of hearing: <u>May 13. 2008</u> Time of hearing: <u>7:45 pm.</u> Place of hearing: <u>Tyngsboro</u> <u>Town Hall</u>



November 15, 2010

Via Overnight Mail

Tyngsborough Board of Selectmen Tyngsborough Town Hall 25 Bryants Lane Tyngsborough, MA 01879

Re: Tyngsborough Formal Renewal Proposal

Dear Chairman and Members of the Board:

Comcast of Massachusetts III, Inc. ("Comcast") is pleased to submit for your review and consideration a 10-year Renewal Proposal for the Town of Tyngsborough ("Town"). This Renewal Proposal contains the completed Application Form 100 required by the Commonwealth of Massachusetts and is being offered in accordance with 47 U.S.C. 546(b), which requires the cable operator to submit a renewal proposal for review and action by the Issuing Authority (a copy of the relevant statute is enclosed). In addition, we have included the required \$100 filing fee and copies of the Renewal Proposal for the Town Clerk (the Town Clerk's copy is to be made available for public inspection during regular business hours at Town Hall).

This Renewal Proposal provides for a Franchise Fee payment equal to three percent (3%) of Licensee's gross annual revenues for PEG Access operational support and Seventy-Five Thousand Dollars (\$75,000.00) of capital support. This funding is proposed after careful consideration of ascertainment and shall be used for operations, staffing, equipment replacement, facilities, and other PEG Access related expenses.

We believe this Renewal Proposal substantially meets the community cable related needs while taking into account the costs to individual subscribers, based on the ascertainment of Tyngsborough Subscribers obtained by Comcast.

As you may know, in accordance with Section 626(b) and (c) of the Cable Act, the Town has an obligation under the formal renewal process to either accept or deny Comcast's proposal within four (4) months. During this time, Comcast is willing to meet with representatives of the Town to negotiate a mutually beneficial renewal agreement. Comcast is interested in developing a meeting schedule with you at your earliest convenience to achieve this goal within the referenced four month period.

Town of Tyngsborough - Formal Renewal Proposal November 15, 2010

Page 2

Thank you for your attention to this matter. I look forward to continuing our renewal discussions with the Town. Please contact me (617) 279-1576 at your convenience to arrange a meeting schedule.

Sincerely,

Unity Kelly & Killy &

Sr. Manager of Government & Community Relations

TK/cam

Enclosure

cc: Catrice Williams - Massachusetts Cable Television Division

Town Clerk - c/o Town Hall

Cable Advisory Committee - c/o Town Hall

Nick Leuci - Comcast Vice President of Government and Community Relations

Bob Carr – Comcast Sr. Director of Government and Community Relations

EXECUTIVE SUMMARY Town of Tyngsborough, MA

November 15, 2010

Pursuant to the Cable Act Section 626(b), 47 U.S.C. § 546(b), Comcast of Massachusetts III, Inc., the current holder of the Tyngsborough Cable Television License (hereinafter "Comcast" or "Licensee"), is pleased to submit to the Board of Selectmen of the Town of Tyngsborough (the "Issuing Authority") this Formal Proposal ("Formal Proposal or Proposal") for Renewal of a Cable Television Renewal License to serve the Town of Tyngsborough ("Town"). Comcast is confident that the Proposal presents commitments sufficient to meet the demonstrated cable related needs of Tyngsborough, taking into account the costs of meeting such needs.

Comcast has enjoyed a close and mutually rewarding relationship with the citizens and government of the Town of Tyngsborough. Comcast has grown to become the nation's largest cable operator, with more than 46 million cable households nationwide; and we have become the leading cable provider in the region, offering a variety of services and programming to more than six million customers in NorthCentral Division. We are proud that we are the preeminent provider of such new services as Digital TV, High Definition TV (HDTV), and On Demand – our video-on-demand service. We also offer digital boxes with built-in Digital Video Recorders (DVRs) and a growing number of HDTV channels. We attribute much of our success to our relationships with respective Issuing Authorities. Comcast is confident that it is well suited to serve the many cultural, entertainment, and educational needs of Tyngsborough.

In preparing this Proposal, Comcast set out to determine Tyngsborough future cable needs while taking into account their costs. To help ascertain the Town's future cable related needs, we commissioned an independent third party, RKM Research & Communications, Inc., to conduct a telephone survey ("RKM Survey") of a random sample of Tyngsborough cable subscribers and residents. The RKM Survey took place from October 6 through November 2, 2010, and involved a random sample of 302 Tyngsborough residents. The objectives of this ascertainment survey were two-fold: First, we sought to determine the respondents' level of satisfaction with Comcast's overall quality of service, with specific focus on cable reception, programming, billing, customer service, and PEG access and community programming. The RKM survey gauged that Eighty-Four percent (84%) of Comcast customers are satisfied with the overall quality of cable service in Tyngsborough and Eighty-Six percent (86%) plan to continue to subscribe to Comcast cable services in the next six months. Second, we wanted to gauge the future cable related needs of the community in relation to the costs of fulfilling those needs.

PEG Access Support:

Comcast has a strong commitment to funding Towns and/or their non-profit PEG Access corporations, to manage the PEG Access programming in the communities we serve. However, the RKM Survey, states that although awareness of PEG Access Programming is relatively high in Tyngsborough, Seventy-One percent (71%) of respondents would oppose paying a monthly fee for equipment and operating expenses for a local PEG Access Production Facility. Further, Seventy-Three percent (73%) of Comcast customers would oppose an increase in their monthly cable bill to support a third party PEG Access Corporation and Seventy-Five percent (75%) of Comcast customers would oppose an increase in their monthly cable bill in order to support a Franchise Fee to support PEG Access. Mindful of this survey information and based on the information received





from the Town, Comcast is proposing to support a designated PEG Access provider with an amount of operational funding equal to three percent (3%) of Licensee's gross annual revenues received from cable services provided within the Town. This percentage amount is projected to yield approximately Sixty-Five Thousand Dollars (\$65,000.00) in year one of a renewal Franchise Agreement. Additionally, Comcast is proposing to support the Town and/or its designated PEG Access provider with Seventy-Five Thousand Dollars (\$75,000.00) in capital funding to be used for the purchase of equipment and other cable related needs.

We believe this funding proposal provides a responsible balance between the needs of the Town and the willingness of customers to fund PEG Access Programming. It was evident to Comcast that the cable customers of the Town would generally not support an increase in their monthly bills in order to support the PEG Access initiatives of the Town. We believe this offer provides a level of support that minimizes any upward pressure on customer rates, while simultaneously meeting the needs of the community, specifically including those related to PEG Access support.

Public Educational and Government Access Channels:

Comcast proposes to continue to make available two (2) PEG Access channels to the Town of Tyngsborough for the purpose of cablecasting PEG Access programming to subscribers in Tyngsborough. Comcast does not relinquish its ownership over these channels, but simply makes them available for PEG Access use as designated by the Town. A PEG Access user – whether an individual, educational or governmental user – acquires no property or other interest by virtue of the use of a channel so designated, and may not rely on the continued use of a particular channel number, no matter how long the same channel may have been designated for such use.

Video Origination Capability:

Comcast will continue to provide video origination capability at the following locations:

Tyngsborough Town Hall, 25 Bryants Lane Tyngsborough Elementary School, 205 Westford Road

In conclusion, we believe that this Proposal exceeds the criteria for license renewal under the Cable Act, while simultaneously providing the citizens of Tyngsborough with a cable system that meets the cable related needs and interests of the Town, the Company and most importantly the cable customers of the Town of Tyngsborough.

In the event the terms or conditions contained in this Executive Summary are inconsistent with the actual proposed License, the proposed Renewal License document will be the controlling document.

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Expenditures: General F	Fund		FY 2008	FY 2009	FY 2009	FY 2010	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014
			Budget	Budget	Actual	Budget	Actual	Budget	Projected	Projected	Projected
General Government:			747 200 747	960 000 79	64 040 444	04 4 4 0 500	000	177	11000	000	
All Other General C	All Other General Government Expenses		\$1,650,761	\$1,626,230	\$2 086 310	\$4 (40,030	\$4,140,020	\$4,328,147 \$1,628,003	\$4,355,177 \$1,676,843	\$4,462,233	\$4,560,402
55			\$5.977.478	\$5,915,460	\$6.399.754	\$5,608,130	\$5,696,370	\$5 956 150	\$6.043.020	\$6 189 381	46 330 36
less Encumbrances	less Encumbrances & Carry Forwards		80	0\$	80	80	80	001000	010,010,0	100,00	00'000'0#
add Reserve Fund	Transfer to non-general	fund	0\$	0\$	\$0	\$0	\$0				
Special Town Meet	Special Town Meeting (2/10/09; *11/16/2010 in line items)	10 in line items)	80	\$52,500		80	\$0				
		Subtotal	\$5,977,478	\$5,967,960	\$6,399,754	\$5,608,130	\$5,696,370	\$5,956,150	\$6,043,020	\$6,189,381	\$6,339,365
j.							1				
Veterans Benefits	IIII Iam Minate		\$66,185	\$200,000	\$199,572	\$240,000	\$237,124	\$240,000	\$240,000	\$240,000	\$240,000
Fire Arcident Inc	III II		\$20 545	#34 R13	405,400	\$33,104	4009, 107	4040,000 625,186	\$000,000 \$27,207	9073,930 830 835	4091,410
Police Accident Ins.			\$33.715	\$36,015	\$44.303	\$46 519	\$45 186	\$49.310	857 289	855 AOS	441,301
Health Insurance			\$794.314	\$868 704	\$783 739	\$851 244	\$797,049	\$956 101	\$1 000 516	\$1 264 444	61 454 140
County Refirement System	System		\$515.849	\$574.309	\$581,710	\$646.810	\$690,005	\$668.894	\$698.994	\$730 449	\$763.319
Workers Compensation	ation		\$30,177	\$30,170	\$20,822	\$25,376	\$21 169	\$26,651	\$26.651	\$26,651	\$26,651
Unemployment Compensation	mpensation		\$1,170	\$1,170	0\$	\$1,350	\$7,181	\$3,624	\$3,624	\$3,624	\$3,624
Life Insurance			\$843	\$843	\$749	\$732	\$748	\$1,650	\$1,774	\$1,774	\$1,774
Fica - Town Share			\$64,406	\$64,242	\$53,576	\$64,925	\$75,828	\$63,553	\$66,095	\$68,739	\$71,488
Property, Liability and Vehicle Ins	ind Vehicle Ins.		\$100,500	\$103,515	\$82,662	\$93,667	\$86,983	\$94,992	\$97,842	\$100,777	\$103,800
		Subtotal	\$2,460,704	\$2,758,816	\$2,657,314	\$2,880,817	\$2,792,924	\$2,979,961	\$3,180,862	\$3,405,333	\$3,656,818
Total General Government	remment		\$8,438,182	\$8,726,776	\$9,057,068	\$8,488,947	\$8,489,294	\$8,936,111	\$9,223,882	\$9,594,715	\$9,996,183
Stabilization Fund		Subtotal	0\$	0\$	\$0	\$	\$0	\$170,000	\$20,000	\$20,000	\$20,000
Capital Assets Stabilization Fund	Fund	,	See Capital Items			-					
Education:											
			\$12,880,921	\$13,118,377	\$13,289,414	\$12,362,737	\$12,286,769	\$12,309,795	\$12,751,548	\$13,019,340	\$13,303,984
All Other School Dept Expenses	ept Expenses		\$3,509,341	\$3,498,409	\$3,381,734	\$3,453,685	\$3,529,653	\$3,498,278	\$3,603,226	\$3,711,323	\$3,822,663
			\$16,390,262	\$16,616,786	\$16,671,148	\$15,816,422	\$15,816,422	\$15,808,073	\$16,354,774	\$16,730,663	\$17,126,647
Special Town Mee	Special Town Meeting (10/09/07, 2/10/09; 3/2/10/	S/Z/TU) Subtotal	\$16,576,675	\$16,670,998	\$16,671,148	\$15,816,422	\$15,923,525	\$15,891,133	\$16,429,774	\$16,805,663	\$17.201.647
Health Insurance			\$2,133,494	\$2,366,876	\$2,290,651	\$2,402,746	\$2,301,634	\$2,583,773	\$2,971,339	\$3,417,040	\$3,929,596
County Retirement System	System		\$370,490	\$412,477	\$405,076	\$460,742	\$417,547	\$465,786	\$486,746	\$508,650	\$531,539
I framplyment Compensation	moeneation		408 830	408 830	6108015	\$43,650	\$201,130	\$207,503	401,303		901,308
l ife Insurance			\$2,000	\$2.157	\$1 790	\$2.268	\$1 644	61.030	815,1030		0207,313
Fica - Town Share			\$185.228	\$184.758	\$178.786	\$200,075	\$152.362	\$212.047	\$220 529	¥	\$238 524
Property, Liability and Vehicle Ins	and Vehicle Ins.		\$59.710	\$61.501	\$54.072	\$61,334	\$55.092	\$64.659	\$66.599	\$68.597	\$70.655
		Subtotal	\$2,853,756	\$3,130,429	\$3,111,805	\$3,249,439	\$3,194,133	\$3,616,919	\$4,035,743	\$4,514,167	\$5,060,844
Total Tyngsborou	Total Tyngsborough Public Schools		\$19,430,431	\$19,801,427	\$19,782,953	\$19,065,861	\$19,117,658	\$19,508,052	\$20,465,517	\$21,319,830	\$22,262,491
Vocational School Assessment	Assessment		\$741,416	\$790,794	\$785,934	\$917,570	\$912,042	\$1,022,975			
Vocational School Transportation	Transportation		\$14,850	\$13,852	\$13,852	80	80	\$13,000			
Total Vocational School	School	Subtotal	\$756,266	\$804,646	\$799,786	\$917,570	\$912,042	\$1,035,975	\$1,191,371	\$1,334,336	\$1,494,456
Dare Expenses			O\$	09	0\$	\$0	0\$	\$0	0\$	OS	08
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Town of Tyngsborough

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\$20,186,697 \$20,606,073 \$20,582,739 \$19,983,431

Total Education

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				FY 2008	FY 2009	FY 2009	FY 2010	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014
			-	Budget	Budget	Actual	Budget	Actual	Budget	Projected	Projected	Projected
Debt: Debt	Principal & Inter-	Debt Principal & Interest (Non-Exempt)		\$233,407	\$373,868	\$374,586	\$328,585	\$332,397	\$330,957	\$419,320	\$416,393	\$416,393
Debt	Principal & Inten	Debt Principal & Interest (Prop 2 1/2 Exempt)	xempt)	\$1,222,548	\$1,164,460	\$1,164,460	\$1,108,714	\$1,108,714	\$445,365	\$436,178		\$426,522
			Subtota	1 \$1,455,955	\$1,538,328	\$1,539,046	\$1,437,299	\$1,441,111	\$776,322	\$855,498		\$842,915
Other Expenses (Town Meeting Articles):	(Town Meeting	q Articles):										
Arbitrage (STM :	0/11/05; ATM 5,	Arbitrage (STM 10/11/05; ATM 5/16/06; STM 10/10/06)	,10/06)									
Government Study (ATM 5/17/05)	1y (ATM 5/17/05	5)										
Various (STM 10/10/06)	/10/06)											
Various (STM 5/20/08)	30/08)				\$9,526	\$9,526						
Various (STM 10/9/07)	(20/6/											
less Encumbrances & Carry Forwards	es & Carry Forv	wards										
Various (5/18/10;11/16/10)	11/16/10)								34,500			
School Lunch FL	nd/Scrubbers (5	School Lunch Fund/Scrubbers (STM 2/10/09;11/16/10)	16/10)		\$40,000	\$40,000			10,000			
			Subtotal	\$0\$	\$49,526	\$49,526			\$44,500			
Grand Total Adjusted General Fund Budget	usted General	Fund Budget		\$30,080,834	\$30,920,703	\$31,228,379	\$29,909,677	\$29,960,105	\$30,470,960	\$31,756,268	\$33,111,795	\$34,616,045
Reserve For Abatements	tements			\$172.070	\$238.626	\$238.626	\$302.023	\$302.024	\$304.940	\$240,000	\$240,000	\$240.000
State/County Assessments	sessments			\$257,869	\$292,234	\$333,943	\$507,646	\$608,193	\$694,040	\$798,146	\$917,868	\$1,055,548
Cherry Sheet Offsets (Spec. Rev.	sets (Spec. Rev	(;		\$161,863	\$129,332	\$193,251	\$189,609	\$175,182	\$194,113	\$191,000	\$191,000	\$191,000
Snow & Ice Deficit	崇			\$160,219	\$500,000	\$500,000	\$551,453	\$551,453	\$226,388	\$475,000	\$575,000	\$575,000
Other Deficits/Assessments	sessments			0\$		\$2,134	80	80	8	30	몷	90
			Subtotal		\$1,162,326	\$1,267,954	\$1,550,731	\$1,636,852	\$1,419,481	\$1,704,146	\$1,923,8	\$2,061,548
										-		
		Total Bynonege	96	620 820 BEE	643 083 659	\$22 AGE 222	424 AGN ANR	424 50G 057	524 BOO 444	ALA JEN 444	C25 025 CC2	C25 677 502

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			FY 2008	FY 2009	FY 2009	FY 2010	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014
apital Items:			Budget	Budget	Actual	Budget	Actual	Budget	Projected	Projected	Projected
re Turn Out Gear			\$49,500	0\$	\$0	80	\$0				
chool Roof Replacement - Phase II - ECC (\$185,000, 1st yr. interes:	CC (\$185,000, 1st yr.	interes	\$8,400	0\$	\$0	80	200				
re Breathing Apparatus			\$47,000	\$48,000	\$46,390	08	9				
ighway Dump Truck with Plow			9	\$50,000	\$43,493	0\$	\$0				
nancial Software Upgrade			98	\$85,000	\$67,262	\$0	80				
schnology Upgrade - Elementary School	ol		\$0	\$25,000	\$25,000	\$0	0\$				
oilers Replacement - Middle School - Borrow \$375,000 in FY09	3orrow \$375,000 in FY	60,	0\$	80	80	80	OS.				
re Truck Replacement - Borrow \$400,000 in FY09	100 in FY09		0\$	80	20	80	0\$				
re Dept. Building Study Update			0\$	80	0\$	\$15,000	\$15,000				
re Dept. Pick-up Truck			\$0	90	80	\$30,000	\$30,000				
ighway Dept. One-ton Truck			80	\$0	80	\$50,000	\$39,155				
chool Technology Upgrades			\$0	\$0	S-05	\$43,000					
chool Paving Projects			\$0	\$0	\$0	\$45,000	\$45,000				
chool Pickup Truck			<u>\$0</u>	\$0	S						
	S	Subtotal	\$104,900	\$208,000	\$182,145	\$183,000	\$172,155	\$26,515			
apital Asset Stab. Fund (Free Cash transfer STM 10/10/06; ATM 5/15/07)	Pr STM 10/10/06; ATM 5/15	(70/)	\$30,000	08	0\$			-			
apital Asset Stab. Fund (Free Cash transfer STM 10/9/07, ATM 5/20/08)	31 STM 10/9/07; ATM 5/20/(78)	\$200,000	\$74,000	\$74.000						
apital Asset Stab. Fund (Free Cash transfer STM 2/10/09, 11/16/10)	er STM 2/10/09; 11/16/10)		80	\$200,000	\$200,000	\$228,100	\$228,100	\$200,000	\$200,000	\$200,000	200,000
		h.A.a.k.a.	000	000							
	0	Suprorai	\$230,000	\$274,000	\$274,000	\$228,100	\$228,100	\$200,000	\$200,000	\$200,000	\$200,000
	Total Capital Items	sms	\$334,900	\$482,000	\$456,145	\$411,100	\$400,255	\$226,515	\$200,000	\$200,000	\$200,000
lego	lotal expenses & Capital tems	tems	531,167,755	532, 565,029	S32 952 478	\$31 874 508	631 007 212	622 446 OFC	AAA 660 AAA	405 366 364	400 000

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			FY 2008	FY 2009	FY 2009	FY 2010	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014
Revenues:			Budget	Budget	Actual	Budget	Actual	Budget	Projected	Projected	Projected
Real Estate & Pers Property Taxes:	Taxes:										
Tax Levy Limit Last Year	Year		\$16,778,240	\$17,618,781	\$17,618,781	\$18,400,177	\$18,400,177	\$19,139,265	\$19,980,922	\$20,780,445	\$21,599,956
Additional 2 1/2 %			\$419,456	\$440,470	\$440,470	\$460,004	\$460,004	\$478,482	\$499,523	\$519,511	\$539,999
New Construction			\$421,085	\$340,926	\$340,926	\$279,084	\$279,084	\$363,175	\$300,000	\$300,000	\$310,000
Levy Limit		Subtotal	\$17,618,781	18,400,177	18,400,177	19,139,265	19,139,265	19,980,922	20,780,445	21,599,956	22,449,955
Debt Princ, & Int	Debt Princ, & Int Prop. 2 1/2 Exempt:		\$1,210,215	\$1,164,460	\$1.164.460	\$1.108.714	\$1.108.714	\$445.365	\$436.178	\$426.522	\$426 522
Less: State Aid School Construction	ool Construction		-\$876,656	-\$876,656	-\$876,656	-\$876,656	-\$876,656	-\$876,655	0	0	0
Less: Bond Premiu	Less: Bond Premiums on Excluded Debt		0\$	0\$	0\$	0\$	0\$	\$0	\$0	\$0	\$0
Net Excluded Debt Added to Tax Levy	Added to Tax Levy		\$333,559	\$287,804	\$287,804	\$232,058	\$232,058	-\$431,290	\$436.178	\$426,522	\$426.522
Max All	Max Allowable Levy		\$17.952.340	\$18,687,981	\$18.687.981	\$19.371.323	\$19.371.323	\$19,549,632	\$21.216.623	\$22.026.478	\$22.876.477
State Aid 'Cherry Sheet' & Ot	State Aid 'Cherry Sheet' & Other: Using Governor's Budget:	÷.				2				2)	· · · · · · · · · · · · · · · · · · ·
Chapter 70			\$7,143,646	\$7,502,677	\$6,713,664	\$7,352,623	\$7,352,623	\$6,923,083	\$6,923,083	\$6,923,083	\$6,923,083
School Construction			\$876,656	\$876,656	\$876,656	\$876,656	\$876,656	\$876,655	\$0	0\$	\$0
SBAB ECC Roof					\$274,814						
ARRA/SFSF					\$789,013			\$135,435	\$0	0\$	0\$
Veterans' Benefits			\$33,622	\$77,836	\$90,228	\$144,096	\$147,875	\$171,590	\$171,590	\$171,590	\$171,590
Direct Expenditure	Direct Expenditure Offsets (Spec. Rev.)		\$161,863	\$129,332	\$193,251	\$189,609	\$175,182	\$194,113	\$191,000	\$191,000	\$191,000
All Other State Aid			\$1,411,304	\$1,433,959	\$1,581,673	\$1,181,048	\$1,456,870	\$1,192,468	\$1,192,468	\$1,192,468	\$1,192,468
State Aid		Subtotal	\$9,627,091	\$10,020,460	\$10,519,299	\$9,744,032	\$10,009,206	\$9,493,344	\$8,478,141	\$8,478,141	\$8,478,141
H 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4			420 000	64 420 000	400 707	94 200 000	400 300	400,000	400 000	000 000	000 007 70
Auto Excise Tax			#1,430,000	91,430,000	94,000,101	300,000	\$1,405,788	\$1,400,000	000,004,14	\$1,400,000	\$1,400,000
All Offier Local Neceppis			018,0280	000,000	100,000,16	9740,000	000,020¢	000,000	000,0074	000'00/\$	000,007¢
Weals lax						2	\$136,548	\$180,000	\$195,000	\$195,000	\$195,000
Hotel/Motel lax			000	000	077	000	\$22,841	000,614	\$15,000	\$15,000	\$15,000
Ero Carb for Operating Budget (State of the second	wer, bog rees)		\$24,000	9/0/90	4100,412	028,0014	\$103,289	000,084	000,088	000,688	295,000
Gree Cash 101 Operating Budget (SIM 19/10/06) Aim 3/13/07)	get (STM 10/10/06; ATM 3/15/07)		9000,000	De la	Op.	9	D P	9450000	De .	2	2
Free Cash for Canital Asset	Free Cash for Capital Asset Stab Fund (STM 10/10/06; STM 10/10/10)	15/07)	830 000					000,000			
Free Cash for Operating Bud	Free Cash for Operating Budget/Stabilize Tax Rate (STM 10/9/07: AT	19/07 AT	\$21,000	\$200 000	\$200 000						
Free Cash for Capital Asset	Free Cash for Capital Asset Stab. Fund (STM 10/9/07: ATM 5/20/08)	0,081	\$200,000	\$74,000	\$74,000						
Other: Use Highway Machinery Fund Reserve	ary Fund Reserve		0\$	\$47,000	\$43.493	\$5.346	\$5.346	0\$	0\$	05	0\$
Other: Vesper Development for Hwy Lease Payment	for Hwy Lease Payment			\$9,526	\$9,526	2				2	09
Other: Use Capital Asset Sta	Other: Use Capital Asset Stab. Fund (ATM 5/15/07;ATM 5/20/08)		\$146,500	\$161,000	\$160,966	\$177,654	\$166,809				
Other: Use Real Estate Procu	Other: Use Real Estate Proceeds Fund (STM 10/9/07;ATM 5/20/08)	(08)	\$200,000	\$425,000	\$425,000	\$0	\$0	\$0	\$0	\$0	\$0
Free Cash for Operating Buo	Free Cash for Operating Budget (STM 2/10/09; ATM 6/16/09;3/2/10;5/18/10;11/16/10)	10;5/18/10;1	11/16/10)	\$152,500	\$152,500	\$100,000	\$155,068	\$69,500			
Free Cash for School Medicare	ıre			\$44,212	\$44,212		\$107,103	\$83,060	\$75,000	\$75,000	\$75,000
Free Cash for School Lunch Fund (STM 2/10/09)	Fund (STM 2/10/09)			\$25,000	\$25,000						
Other: Health Insurance to S	Other: Health Insurance to School Lunch and Budget (STM 2/10/09)	(5/10/09)		\$25,000	\$25,000						
Free Cash for Capital Asset	Free Cash for Capital Asset Stab. Fund (STM 2/10/09; 1/1/16/10)			\$200,000	\$200,000	\$228,100	\$228,100	\$200,000	\$200,000	\$200,000	\$200,000
Other: Use Capital Asset Sta	Other: Use Capital Asset Stab. Fund Stab Tax Rate(ATM 6/16/09; 5/18/10)	6/09; 5/18/	10)	\$132,000	\$127,390	\$110,000	\$110,000	\$228,100	\$200,000	\$200,000	\$200,000
Free Cash Unused YE 6/30/09 (Free Cash Unused YE 6/30/09 (\$528,875 - \$196,712 - \$25,000 - \$200,000 - \$100,000 = \$7,163)	000 - \$100,	000 = \$7,163)								
Overlay Surplus							\$20,077				
Excess Circuit Breaker closed to General Fund	ed to General Fund						\$56,939				
Claims Trust Funds used for Health Insurance					\$10.000	-	\$19,168				
	Ø	Subtotal	\$3,602,415	\$3,868,634	\$4,094,041	\$2,773,520	\$3,365,746	\$3,076,010	\$2,880,000	\$2,880,000	\$2,880,000
Total Revenues			\$31,181,846	\$32,577,075	\$33,304,321	\$31,888,875	\$32,746,275	\$32,118,986	\$32,574,764	\$33,384,619	\$34,234,618
Surplus (Deficit) w/All Capital Items	sms		\$14,091	\$12.046	\$348.843	\$17.367	\$749.063	\$2.030	(\$1.085.651)	(\$1.851.044)	(\$2.642.975)
	_							T			7 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -

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			FY 2008	FY 2009	FY 2009	FY 2010	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014
Expenditures:			Budget	Budget	Actual	Budget	Actual	Budget	Projected	Projected	Projected
Sewer Enterprise Fund:	se Fund:										
Salar	Salaries & Wages		\$144,023	\$163,097	\$159,299	\$157,889	\$143,584	\$175,739	\$179,605	\$183,557	\$187,595
Expe	Expenses		\$1,152,839	\$566,819	\$592,902	\$700,799	\$763,835	\$660,944	\$680,772	\$701,195	\$722,231
Capit	Capital Outlay			\$421,500	\$252,871	\$211,500	\$13,916	\$279,500	\$250,000	\$250,000	\$250,000
Debt				\$46,500	\$45,000	\$56,000	\$45,000	\$78,300	\$60,000	\$60,000	\$60,000
Budg	Budgeted Surplus			\$4,031		\$337					
Spec	Special Town Meeting October 9, 2007		\$175,000	\$0	\$0	20	80				
		le de de	64 474 065	64 204 047	e4 050 072	e4 106 KOK	A066 334	61 107 783	£4 170 378	£1 104 759	&1 210 B26
		auntoral	700,11,100	110710	410,000,14	41,120,020	2000	2011	200	1	010,011,0
ress	Less Encumbrances & Carrry Forwards		0								
		Total	\$1,471,862	\$1,201,947	\$1,050,072	\$1,126,525	\$966,335	\$1,194,483	\$1,170,378	\$1,194,752	\$1,219,826
Revenues:											
Sewer Enterprise Fund	se Fund										-
Depa	Department Receipts			\$1,142,322	\$1,063,926	\$1,068,480	\$1,568,962	\$1,194,483	\$1,170,378	\$1,194,752	\$1,219,826
Capil	Capital Reserve Account			\$59,625	\$59,625	\$58,045	\$58,045				
		Total	\$1,471,862	\$1,201,947	\$1,123,551	\$1,126,525	\$1,627,007	\$1,194,483	\$1,170,378	\$1,194,752	\$1,219,826
Balances:				Capital-	Additions:	\$782,818					
					Replacements:	\$291,406					
				Operating Reserve	e e	\$200,488					

12/17/2010 12:45 F

	EV 2008	EV 2009	EV 2000	- A040	- CO CO T	.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			
Other Expenses:	100000	2007	2007	2010	FT 2010	FY 2011	FY 2012	FY 2013	FY 2014
	labono	enager	Actual	Budget	Actual	Budget	Projected	Projected	Projected
(Included in numbers above)									noverfer .
Veterans' Benefits	\$66,185	\$200,000	\$199,572	\$240,000	\$237.124	\$240,000	\$244 800	804 942	\$254 BOD
Trash, Recycling, HH Haz. Waste	\$824,000	\$848,175	\$853,453	\$877,000	\$809,187	\$840,000	\$856.800	\$873 036	\$804.44F
Fire Accident Ins.	\$29,545	\$31,613	\$26,728	\$33,194	\$22.484	\$35.186	\$37 297	839 535	\$41.007
Police Accident Ins.	\$33,715		\$44,303	\$46,519		\$49,310	\$52.269	\$55.405	\$58 729
Health Insurance	\$2,927,808	66	\$3,084,390	\$3,253,990	\$3	\$3.539.874	\$4.070,855	\$4 681 483	\$5 383 706
County Retirement System	\$886,339	\$986,786	\$986,786	\$1,107,552		\$1.134.680	\$1 185 741	\$1 239 099	\$1 204 858
Workers Compensation	\$104,024	\$104,000	\$95,637	\$104.000	\$85.907	\$108 160	\$108 160	\$108 160	6408 (60
Unemployment Compensation	\$30,000	\$30,000	\$106,615	\$45,000	\$208,297	\$211.139	\$211 139	\$211 130	\$211 130
Life Insurance	\$3,000	\$3,000	\$2,539	\$3,000	\$2,392	\$3.280	\$3.280	\$3.280	\$3.280
Fica Town Share	\$249,634		\$232,362	\$265,000	\$228 190	\$275 600	\$286 624	\$208 DRG	6310 013
Property, Liability and Vehicle	\$160,210	\$165,016	\$136,734	\$155.001	\$142.075	\$159,651	\$164 441	\$169.374	\$174.455
Arbitrage	O\$		9	9	9	09		500)
			3			3	3	O.	ne .
	Total CE 244 AED	CE 880 24E	SE 700 440	50 400 SEC	100 16	000	100		
			21. (22.1.2.4	207,001,00	200,100,00	000,000,00	C04,122,1¢	961,828,74	\$8,732,35T
Police Roof Repairs									
Stormwater Management Plan									
School Roof at ECC									
School Software									
School Science Labs									
	Total								
Town Collector computer upgrade									
Assessors office renovations									
	Total								
			İ						
	Total \$5,314,460	\$5,889,245	\$5,769,119	\$6,130,256	\$5,987,057	\$6,596,880	\$7,221,405	\$7,929,196	\$8,732,351

TOWN OF TYNGSBOROUGH

DRAFT BUDGET/WARRANT REVIEW	Y SCHEDULE FOR FISCAL YEAR 2012	

Monday, April 11

Tri-Board meets to review five-year financial forecast and establish parameters for Monday, December 20 departmental FY 2012 budget submissions Wednesday, December 22 Town Administrator submits budget request packets to departments Selectmen open warrants for Annual Town Meeting and Special Town Meeting Monday, January 3 Monday, January 10 Department Heads and Board Chairmen transmit budgets to Town Administrator Monday, January 17 No meeting (Martin Luther King, Jr. Day) Town Administrator transmits budgets to Selectmen and Finance Committee Monday, January 31 On/about February 1 School Superintendent transmits school budget to School Committee Monday, February 7 Selectmen and Finance Committee meet with departments (Accountant, Assessors, Treasurer, Collector, Town Clerk, Conservation, Health, Veterans, Library, Fire) Selectmen and Finance Committee meet with departments Tuesday, February 14 (Recreation, Council on Aging, Police, Highway, Sewer, Capital Asset Management Committee) Monday, February 21 No meeting (Presidents Day) Monday, February 21 School vacation week through Friday, February 25 Selectmen and Finance Committee meet with departments Monday, February 28 (Buildings/Inspections, Board of Appeals, Planning Board, Community Preservation, Cemetery) Monday, March 7 Tri-Board Meeting with Selectmen, Finance Committee, and School Committee Friday, March 18 Warrants close for Annual Town Meeting and Special Town Meeting Wednesday, March 23 Town Administrator transmits warrant articles for Annual Town Meeting and Special Town Meeting to Selectmen and Finance Committee. Town Administrator transmits a list of articles to departments. School Committee transmits school budget to Finance Committee and Selectmen Friday, March 25 Monday, March 28 Selectmen and Finance Committee discuss and make recommendations for Annual and Special Town Meetings (first of two) Monday, April 4 Tri-Board Meeting with Selectmen, Finance Committee, and School Committee

Selectmen and Finance Committee review warrant articles for Annual

and Special Town Meetings (second of two)

Monday, April 18	Tri-Board Meeting with Selectmen, Finance Committee, and School Committee.
Monday, April 18	No meeting (Patriot's Day)
Monday, April 18 through Friday, April 22	School vacation week
Monday, April 25	Selectmen sign warrants for Annual Town Meeting and Special Town Meeting
Thursday, May 1	Warrants with Finance Committee recommendations ready for printing
Tuesday, May 3	Warrants for Annual Town Meeting and Special Town Meeting must be posted by this date
Tuesday, May 10	Annual Town Election. Copies of Town Meeting Warrants, Report of Finance Committee, Capital Asset Management Plan, and Annual Town Report are available at Election sites, Town Hall, Library, Police Station, Fire Station, School
Tuesday, May 17	Annual Town Meeting (7:00 p.m.); Special Town Meeting (7:30 p.m.)
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TOWN OF TYNGSBOROUGH

Office of the Selectmen
25 Bryant Lane
Tyngsborough, MA 01879
Tel: 978 649-2300 Ext. 100 Fax: 978 649-2320

Board of Selectmen Meeting Minutes

DRAFT

Monday November 22, 2010

6:00 P.M.

Town Offices

Member Present: Selectwoman Ashley O'Neill, Selectwoman Elizabeth Coughlin, Selectman Rick Reault, Selectman Robert Jackson, Selectman Rich Lemoine.

Staff: Town Administrator Michael Gilleberto, Admin. Assistant Therese Gay

The listing of matters are those reasonable anticipated by the Chairman which may be discussed at the meeting. Not all items listed may in fact be discussed, and other items not listed may also be brought up for discussion to the extent permitted by law.

1. 6:05 P.M Open Meeting

The Chairman opened the meeting at 6:00 P.M., the Board was introduced and the agenda was read.

2. New Business

Set Date for Hearing/National Grid Petition – 6 Progress Avenue

National Grid submitted a petition to construct an underground conduit for service at 6 Progress Avenue.

Board voted 5-0 on a motion by Selectman Jackson, second by Selectman Lemoine to set the nearing date for Monday, December 6 at 6:05 P.M. at the Town Hall Community Room.

3. Old Business

• NMCOG Extension of Contract for Affordable Housing Plan

The Executive Director of the NMCOG has submitted a request for an extension to the contract dated December 20, 2006 between the Town of Tyngsborough and the Northern Middlesex Council of Governments (NMCOG) for the performance of certain technical and/or professional services related to the development of an Updated Housing Study for the Town of Tyngsborough. NMCOG requests that the completion date of the contract be extended from October 29, 2010 to March 31, 2011.

The Board voted 5-0 on Motion by Selectman Reault, second by Selectman Lemoine to grant and sign the extension of the contract.

• Westford Road Development Agreement

Westford Road Development, LLC has asked the Board to vote and sign a release of the 1987 development agreement that has been in effect since Trustees of Vesper Properties I Trust ("Vesper Properties") entered into on November 31, 1987. Vesper Properties sold the property to Sycamore Networks Real Estate, LLC. The Westford Road Development has a purchase agreement with Sycamore for the property. Since the Agreement has been in effect since 1987 and the property has changed in scope Westford Road Development would like a release of the old agreement and is prepared to inter into a new development agreement.

Board voted 5-0 on a motion by Selectman Reault, second by Selectwoman Coughlin to defer to Monday December 6, 2010 meeting to discuss the fee structure.

• Set Hearing Date for/The Tyngsborough Sports Center Entertainment License

The Tyngsborough Sports Center has submitted a revised entertainment license to include holding the Martial Arts Exhibition at the Center. The previous license does not allow for the exhibition of artial arts competition nor does it cover the boxing/wrestling matches. Town Counsel's opinion was to either hold a hearing or the Board could just sign the revised license.

The Board voted 5-0 on a motion by Selectwoman Coughlin, second by Selectman Reault to set a hearing date for the Tyngsborough Sports Center Entertainment License for Monday December 6, 2010 at 6:30 P.M. at the Town Hall Community Center.

The hearing is for the revised entertainment license held by the Tyngsborough Sports Center. The proprietor of the center is to present his operation plans for the specific MMA events and the existing emergency guide and augment it to include specifics of the planned events.

The law offices of Kopelman and Paige have been asked to help formulate a policy and procedure for the Town governing the issuance of Entertainment Licenses.

4. Citizen/Business Time

Citizens or business owners may contact the Office of the Selectmen to request to address the Selectmen during citizen/business time. Citizens or business owners who have not contacted the Office of the Selectmen in advance may address the Board of Selectmen on matters of interest to the public for not more than five (5) minutes.

No Citizen or Business Representatives came before the Board this evening.

5. Approve Minutes

- Monday October 25, 2010,
- Monday November 1, 2010,
- Monday November 8, 2010
 - o Executive Session Minutes,
 - Monday October 25, 2010,
 - Monday November 1, 2010

The Board deferred the approval of Minutes until Monday December 6, 2010.

6. Selectmen's Annual License Renewals

• Common Victualler's License and Class I, Class II and Class III Licenses
The Board deferred the approval of the license renewal until Monday December 6, 2010. The Board is waiting for the department comment request information.

7. Correspondence

The correspondence received this week was read by Selectman Reault, Clerk and included the following: Letter from Selectman Lemoine requesting information on Master Patrolman from Chief Mulligan; A report from Town Counsel listing all pending litigation and monthly report; NMCOG and ABCC hearing notices; Letters from Town Counsel, and ZBA and the Police Chief; the Recreation Dept asking to use the Littlefield Library for the holiday tree display; letters of interest from three residents wanting to serve on the Cultural Council; Board of Health meeting minutes; School Dept minutes; Insurance Certificate from Barbeque Inegrated; Meeting notices from NMCOG, Planning Board, Capital Assets Committee, Whitman Woods a 40B housing development, Greater Lowell Chamber of Commerce, Comcast, and Vortex; letters from Atty Lariviere re the Fleur De Lis/Cedar Street; Letter from the Planning Board's rebuttal to a comment made by the Assessor re submission of information; and a complaint letter from a resident concerning Thirsty's.

Board voted 5-0 on a motion by Selectman Reault, second by Selectman Lemoine to accept the correspondence as read for discussion.

The Board voted 5-0 on a motion by Selectman Jackson, second by Selectman Lemoine to allow the Ecreation Department the use of the Littlefield Library Building for their holiday festival of trees.

In the past the town had used the old town hall as a meeting place for the tree lighting activities, using the Littlefield Library building for the holiday festivities is a way to bring back the residents to town and to have the residents see and hear about the Town's history is a positive step into restoring the historic interest of the center.

The Board discussed the Planning Board's response to the Assessor Chair's comment in the reporting of ne building going on in town. The reporting information changes the computation of the amount of taxes generated. There is software available to assist in the reporting procedure of new building. It could be a priority for the new building commissioner to address.

8. Selectmen's Reports

- Selectman O'Neill The Strategic Financial Planning Committee met on November 18 and has been working on a four year financial plan and when completed will present the document to the Board.
- Selectman Coughlin Energy and Environmental Affairs/Licenses/Inspections Working on finalizing a grant for supplying electricity to municipal buildings, will be meeting with Solar Partners to look at the program they are offering the town. Thank you to all of the citizens at the Town Meeting for supporting the Street Light Acquisition we are moving forward on the project.
- Selectman Reault Northern Middlesex Council Of Government The Board voted to extend the contract with NMCOG on the Housing Plan and I am looking forward working with them in finalizing the report. Also I would like to congratulate Joe Pivirotto on his appointment as Chief in Groton NH. Joe was a patrolman in Tyngsborough.
- Selectman Lemoine Economic Development was great to see so many residents attending the Special Town Meeting, thank you to the Chair for a good meeting. I want to wish everyone a Happy Thanksgiving and to mention that if you see that someone will be alone invite them to share the day with you.
- Selectman Jackson The Early Childhood Center Committee have not met in a while, they are looking for information on the population trend on children in the development that will come on line shortly. If there is a spike in population they may need to use the building as a school again. They also have concerns that some of the funding used for improvements to the building may be for school use only. Veterans' Day celebration was very moving and the event was well attended. I attended the open house at the High School for incoming freshmen was well planned and thank you to Principal Flanagan and Supt. Ciampa. On the Greater Lowell Technical High School FY12 assessment I am hoping to share the SFPC's request with the Superintendent.

9. Town Administrator's Reports

Report is available online at www.tyngsboroughma.gov

• Response to Selectmen's Requests

The Agreement with NMCOG to extend the deadline for completing the affordable housing study to March 31st and the new development agreement for Westford Rd project with comments from the departments are in your packets. The Board must either approve or set a date for a hearing for the request to amend the entertainment license at Tyngsborough Sports Center. The 45 day period expires December 12th. The Dracut Water Supply District is tentatively planning on attending the Board meeting on December 6th. The offer letter to Paul Welcome for the building commissioner's position is in your packet. Don Crowell will overlap with him for two or three days. There is a copy of an e-mail I've sent to our Cable Franchise Agreement counsel. It appears that the resident's incerns area misunderstanding of the agreement language.

Budget

A final recapitulation sheet is being assembled, reflective of the Special Town Meeting appropriations. The board will have to sign the certification of the Tax Classification hearing at onday night's meeting. The Capital Asset Management Committee has begun the process for dating the Five Year Plan. Attached is the request for information that was sent to departments last week.

Departmental Information

You will find two substitute van drivers at the Senior Center. Both have been CORI and background checked. Thank you to the LRTA for their assistance in identifying substitute drivers. With the recent generous gift of a flat screen television to the Senior Center, we now have a surplus television. A request has gone out to departments to see if this property can be utilized elsewhere. Otherwise, we will surplus it off to the highest bidder via an advertisement on Channel 8 and the Town website. Resumes for the Highway clerk have been provided. Attached is a lest of candidates who Jim and I would like to bring in for interview.

Other

You will find copies of the Memorandums of Agreement for the 4 town collective bargaining units. I have discussed integration of each document and will be working with each union to complete integration in advance of negotiations for the period beginning July 1, 2011. Highlights are as follows:

- One year agreements
- 0% wage increases for Fiscal Year 2011
- Include the restoration of hours for Town Services
- Include transfers of custodial positions to the Highway Union
- Include restructuring of the Police Department

I am in discussions with Town Departments regarding the impact of restored hours on work schedules and service availability. A complete report will be finalized next week. As we begin license renewals, at the suggestion of Town Counsel we are soliciting comment from affected Town partments. We are closing out the contract portion of the campground project. The contractor will be submitting a quote for work to stabilize the river bank per the engineer's recommendation (outside the scope of the contract). We are also evaluating other low-impact alternatives to do this work.

10. Executive Session

The board may move to go into executive session to discuss strategy with respect to collective bargaining, litigation, or exempt negotiations if an open meeting may have a detrimental effect on such subject matters.

Collective Bargaining

The Board voted on a motion by Selectman Jackson, second by Selectman Reault to enter into Executive Session to discuss collective bargaining and to return to open session only to adjourn. Roll Call Vote: Selectman Jackson, yes; Selectman Lemoine, yes; Selectwoman Coughlin, yes: Selectwoman O'Neill, yes; Selectman Reault, yes. The Board entered into Executive Session at 7:30 PM

11. Adjournment

The Board voted 5-0 on a motion by Selectman Reault, second by Selectman Jackson to adjourn the meeting. The meeting adjourned at 9:50 PM.

Respectfully Submitted,

Therese Gay Admin Assistant

Approved on	
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TOWN OF TYNGSBOROUGH

Office of the Selectmen
25 Bryant Lane
Tyngsborough, MA 01879
Tel: 978 649-2300 Ext. 100
Fax: 978 649-2320

Board of Selectmen Meeting Agenda

Monday November 22, 2010

6:00 P.M.

Town Offices

The listing of matters are those reasonable anticipated by the Chairman which may be discussed at the meeting. Not all items listed may in fact be discussed, and other items not listed may also be brought up for discussion to the extent permitted by law.

1. 6:05 P.M Open Meeting

2. New Business

• Set Date for Hearing/National Grid Petition - 6 Progress Avenue

3. Old Business

- NMCOG Extension of Contract for Affordable Housing Plan
- Westford Road Development Agreement
- Set Hearing Date for:
 - The Tyngsborough Sports Center Entertainment License

4. Citizen/Business Time

during citizens or business owners may contact the Office of the Selectmen to request to address the Selectmen during citizen/business time. Citizens or business owners who have not contacted the Office of the Selectmen in advance may address the Board of Selectmen on matters of interest to the public for not more than five (5) minutes.

5. Approve Minutes

- Monday October 25, 2010
- Monday November 1, 2010
- Monday November 8, 2010
 - o Executive Session Minutes
 - Monday October 25, 2010
 - Monday November 1, 2010

6. Selectmen's Annual License Renewals

- Common Victuraller's License
- Class I, Class II and Class III Licenses

7. Correspondence

8. Selectmen's Reports

- Selectman O'Neill Strategic Financial Planning
- Selectman Coughlin Energy and Environmental Affairs/Licenses/Inspections
- Selectman Reault Northern Middlesex Council Of Government
- Selectman Lemoine Economic Development
- Selectman Jackson The Early Childhood Center

9. Town Administrator's Reports

Report is available online at www.tyngsboroughma.gov

- Response to Selectmen's Requests
- Budget
- Departmental Information
- Contracting/Procurement
- Other

10. Executive Session

The board may move to go into executive session to discuss strategy with respect to collective bargaining, litigation, or exempt negotiations if an open meeting may have a detrimental effect on such subject matters.

Collective Bargaining

11. Adjournment

Future Meetings

*Thursday November 25 and Friday November 26, 2010 the Town Offices Will Be Closed for the Thanksgiving Holiday.

Selectmen's Meeting Monday, December 06, 2010 at 6:00 P.M. at Town Hall Offices Selectmen's Meeting Monday, December 20, 2010 at 6:00 P.M. at Town Hall Offices



TOWN OF TYNGSBOROUGH

Office of the Selectmen
25 Bryant Lane
Tyngsborough, MA 01879
Tel: 978 649-2300 Ext. 100
Fax: 978 649-2320

Board of Selectmen Meeting Minutes

DRAFT

Monday November 16, 2010

6:00 P.M.

Elementary School Teachers Lounge

Member Present: Selectwoman Ashley O'Neill, Selectwoman Elizabeth Coughlin, Selectman Rick Reault, Selectman Robert Jackson, Selectman Rich Lemoine.

Staff: Town Administrator Michael Gilleberto, Admin. Assistant Therese Gay

Finance Committee Members Present: John Griffin, Rob Mullin, Kenney Times, Linda Geyer, Sean Martin was absent.

1. 6:00 P.M Open Meeting

The Board voted 5-0 to open the work session on a motion by Selectman Jackson, second by Selectman Reault.

The Finance Committee voted 4-1 to open their meeting on a motion by Member Times, second by Member Geyer.

—e Board and Finance Committee met to discuss Article 4 of the Special Town Meeting Warrant. This Article finances the 4 contracts negotiated by the Board of Selectmen. The 4 contracts are for 1 year and this restores the hours for the Clerical, Mid-Managers and Highway Personnel and the Quinn Bill to the Police Officers. And two employees did receive an increase in pay, the Town Collector and the Town Clerk, this increase was to keep parity with all employees.

The Snow and Ice amounts remain the same. The Cash balance is \$600,000 plus/minus. The payment of the recurring costs is from a source of recurring income. Last years free cash was \$120,000.

All the contracts were ratified and are in effect for 1 year.

The Finance Committee did vote 4-1 to support Article 4 on a motion by Member Times, second by Member Geyer.

The Finance Committee voted 4-1 on a motion by Member Times, second by Member Geyer to adjourn their meeting. The Finance Committee adjourned at 6:47 P.M.

2. 9:30 P.M. Adjournment

The Board voted 5-0 on a motion by Selectman Jackson, second by Selectwoman Coughlin to adjourn their meeting. The Board adjourned at 6:47 P.M.

Respectfully Submitted,

-: _	æres	e Gay
A	dmin	Assistant



TOWN OF TYNGSBOROUGH

Office of the Selectmen 25 Bryant Lane Tyngsborough, MA 01879

Tel: 978 649-2300 Ext. 100

Fax: 978 649-2320

Board of Selectmen Executive Session Minutes

DRAFT

Monday November 16, 2010

6:00 P.M.

Elementary School Teachers Lounge

Member Present: Selectwoman Ashley O'Neill, Selectwoman Elizabeth Coughlin, Selectman Rick Reault, Selectman Rich Lemoine, Selectman Robert Jackson.

Staff: Town Administrator Michael Gilleberto, Admin. Assistant Therese Gay

"The listing of matters are those reasonable anticipated by the Chair which may be discussed at the meeting. Not all items listed may in fact be discussed, and other items not listed may also be brought up for discussion to the extent permitted by law."

Executive Session

The board may move to go into executive session to discuss strategy with respect to collective bargaining, litigation, or exempt negotiations if an open meeting may have a detrimental effect on such subject matters.

• Collective Bargaining

The Board voted 5-0 on a motion by Selectman Reault, second by Selectman Jackson to enter into Executive Session to discuss collective bargaining, and to exit the Executive Session and to return to open session, to meet with the Finance Committee and to adjourn. Roll Call Vote: Selectman Jackson, yes; Selectman Lemoine, yes; Selectwoman Coughlin, yes; Selectman Reault, yes.

The Board entered Executive Session 6:00 P.M.

The Town Administrator did report that the paperwork on the new building commission is complete and no issues were reported. Mr. Crowell will work an additional couple of days to help Mr. Welcome acclimate to the position.

All the Union Contracts have been ratified and are final. The Police Contract has inserted a Section 8 Agreement to Extend the Terms and Conditions of this Agreement. Discussion ensued. The insertion of this clause preserves our rights and Labor Counsel feels it would not be a detriment. Comment that this clause is a benefit to the officers and is impossible to take out no matter if it is for this year only. This wording is in place to protect and can be omitted next year during negotiations. No more discussions on this matter. The Board voted 4-1 on a motion by Selectwoman Coughlin, second by Selectman Jackson to approve the inclusion of Section 8. Roll Call vote: Selectman Jackson, yes; Selectman Lemoine, no; Selectwoman Coughlin, yes; Selectwoman O'Neill, yes; Selectman Reault, yes.

The Board voted 5-0 on a motion by Selectman Jackson, second by Selectwoman Coughlin to approve the Highway Contract with the amendment of \$.07, this amount is added to a miss calculation of one of the highway employees. Roll Call Vote: Selectman Jackson, yes; Selectman Lemoine, yes; Selectwoman Coughlin, yes; Selectwoman O'Neill, yes; Selectman Reault, yes.

The Board voted 5-0 on a motion by Selectman Jackson, second by Selectwoman Coughlin to approve the Clerical Contract and the Mid Managers Contract. Roll Call Vote: Selectman

Jackson, yes; Selectman Lemoine, yes; Selectwoman Coughlin, yes; Selectwoman Selectman Reault, yes.	O'Neill, yes;
There was a difference of legal opinion relative to the information in the Town Meet on the funding of the moneys to be used to restore the hours. Ms Randazzo's opinional and the Town Moderator agrees that the warrant article articulates where the going. There was discussion on the salary for the Town Clerk and the Town Collect salaries reflect an increase keeping in line with the all employees. There was a brid discussion on changing the two elected position to appointed and on the merits of	on via e- money is etor. Their ef

On another note an unsigned letter regarding the Fleur-de-Lis was received by the Selectmen and a copy was delivered to the Police Department.

The Board voted 5-0 on a motion by Selectman Jackson, second by Selectman Reault to exit executive session and to return to open session. Roll Call Vote: Selectman Jackson, yes; Selectman Lemoine, yes; Selectman Coughlin, yes; Selectman O'Neill, yes; Selectman Reault, yes.

The Board exited the executive session at 6:35 P.M.

charter change study. The Town is now operating by Town By-Law.

Respectfully submitted,

Therese Gay Admin Assistant

Approved o	n		
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TOWN OF TYNGSBOROUGH

Office of the Selectmen
25 Bryant Lane
Tyngsborough, MA 01879
Tel: 978 649-2300 Ext. 100 Fax: 978 649-2320

Board of Selectmen Meeting Minutes

DRAFT

Monday November 1, 2010 6:00 P.M. Town Offices
Member Present: Selectwoman Ashley O'Neill, Selectwoman Elizabeth Coughlin, Selectman Rick
Reault, Selectman Robert Jackson, Selectman Rich Lemoine.
Staff: Town Administrator Michael Gilleberto, Admin. Assistant Therese Gay

1. 6:00 P.M Open Meeting

The Chairman opened the meeting on a motion by Selectman Jackson, second by Selectman Lemoine.

2. New Business

Review Special Town Meeting Articles

The Board reviewed and discussed the special town meeting warrant articles. The review and discussion is as follows: Article 1. To see if the Town will vote to transfer from one or more municipal government accounts a sum of money to supplement various governmental accounts for Fiscal Year 2011, or take any other action relative thereto.

_^=nount	Transf	er From:	·	Transfer		_
\$4	,400.00	#242-5110	Gas Inspector Salary		241-5318 Inspectional Coverage 241-5318 Inspectional Coverage	
•	,400.00 5,500.00	#245-5110		#241-53	18 Inspectional Coverage	
	5,000.00 3,500.00		Communication Salary Veteran's Agent Salary	#241-51	30 Police Department Salary 10 Building Coms. Salary	
	,		. 5	Submitte	ed by: Board of Selectmen	

The Board voted 5-0 on a motion by Selectman Reault, second by Selectman Lemoine to place this article on the warrant.

Article 2. To see if the Town will vote to raise and appropriate and/or appropriate by transfer from available funds the sum of \$150,000 to the Stabilization Fund. Submitted by: Board of Selectmen The Board voted 5-0 on a motion by Selectman Lemoine, second by Selectman Jackson to place this article on the warrant.

Article 3. To see if the Town will vote to raise and appropriate and/or appropriate by transfer from available funds the sum of \$200,000 to the Capital Asset Stabilization Fund. Submitted by: Board of Selectmen The Board voted 5-0 on a motion by Selectman Lemoine, second by Selectman Jackson to place this article on the warrant.

Article 4. To see if the Town will vote to raise and appropriate and/or appropriate by transfer the sum of \$265,000 as follows: \$100,000 to Snow Removal Expense Account #423-5533 and \$165,000 to Other Salaries Account #122-5119.

The Board voted 5-0 on a motion by Selectman Lemoine, second by Selectman Jackson to place this article on the warrant.

Article 5. To see if the Town will vote to raise and appropriate and/or appropriate by transfer from available funds the sum of \$10,000 to be expended by the Board of Selectmen for street light acquisition.

Submitted by: Board of Selectmen

Life Board voted 5-0 on a motion by Selectwoman Coughlin, second by Selectman Reault to place this article on the warrant.

Article 6. To see if the Town will vote raise and appropriate the sum of \$680.18 to be expended by the Planning Board to pay a prior year's bill, or take any other action relative thereto.

Submitted by: Planning Board Board voted 5-0 on a motion by Selectman Lemoine, second by Selectman Jackson to place this article on warrant.

- Article 7. To see if the Town will vote to appropriate by transfer from available funds the sum of \$83,060 to supplement the Tyngsborough School Budget for fiscal year 2011, to be expended by the School Committee for reimbursable medical services provided to school pupils who are in residential special education programs pursuant to the provisions of Chapter 71B and for other reimbursable medical services provided by the school department pursuant to state or federal law to students requiring educational or related medical services, or take any other action relative thereto.

 Submitted by: School Committee
 The Board voted 5-0 on a motion by Selectman Lemoine, second by Selectman Jackson to place this article on the warrant.
- Article 8. To see if the Town will vote to appropriate by transfer \$14,000 from Debt Service Account #710-5910 and \$12,515 from Debt Service Account #751-5915 to be expended by the School Committee for the purpose of purchasing one new 2010 Chevrolet Silverado HD2500 Pickup Truck for the upkeep of school property, or take any other action relative thereto. Submitted by: School Committee The Board voted 5-0 on a motion by Selectman Lemoine, second by Selectman Jackson to place this article on the warrant.
- Article 9. To see if the Town will vote to appropriate by transfer a sum of monies from the Sewer Enterprise Fund Retained Earnings to the Sewer Enterprise Capital Improvement Reserve Fund and the Sewer Enterprise Capital Replacement Reserve Fund, or take any other action relative thereto.

Submitted by: Sewer Commissioners

The Board voted 5-0 on a motion by Selectman Lemoine, second by Selectman Jackson to place this article on the warrant.

- icle 10. To see if the town will vote to raise and appropriate and/or appropriate by transfer from wailable funds the sum of \$10,000 to fund a feasibility study for the installation of sidewalks on public ways at or near Tyngsborough Public Schools to be expended by the Board of Selectmen, or take any other action relative thereto.

 Submitted by: Board of Selectmen

 The Board voted 5-0 on a motion by Selectman Lemoine, second by Selectman Jackson to place this article on the warrant.
- Article 11. To see if the Town will vote to accept Cedar Street as a public way as laid out by the Board of Selectmen and shown on a plan of land entitled "Plan of Land in Tyngsborough, Massachusetts Cedar Street" dated June 1, 2010, prepared by Land Engineering & Environmental Services, Inc., or take any other action relative thereto.

 Submitted by: Board of Selectmen
 The Board voted 5-0 on a motion by Selectman Lemoine, second by Selectman Jackson to place this article on the warrant.
- Article 12. To see if the Town will vote to raise and appropriate and/or appropriate by transfer from available funds the sum of \$2,000 to fund land takings associated with the establishment of a public way known as Cedar Street, to be expended by the Board of Selectmen, or take any other action relative thereto.

 Submitted by: Board of Selectmen

The Board voted 5-0 on a motion by Selectman Lemoine, second by Selectman Jackson to place this article on the warrant.

Article 13. To see if the Town will vote to raise and appropriate and/or appropriate by transfer from available funds the sum of \$4,500 for the continued analysis of the status of town roads and parcels, to be expended by the Board of Selectmen.

Submitted by: Board of Selectmen

The Board voted 5-0 on a motion by Selectman Lemoine, second by Selectman Jackson to place this article on the warrant.

Article 14. To see if the Town will vote to authorize the Board of Selectmen to convey and/or execute land damage agreements in the amount of \$0 for three parcels of Town land situated on or near Pawtucket Poulevard to be included in the state project known as the "Relocation of Pawtucket Boulevard" to the Immonwealth of Massachusetts or to the Massachusetts Department of Transportation, or any subdivision unereof, and said Parcels are identified as:

Parcel 14-D-3-F in Fee Parcel 14-18-T in Fee Parcel 14-9-T in Fee

as shown on certain plans on file with the Town Clerk's Office and the Office of the Board of Selectmen, which may be examined during regular business hours, or take any other action relative thereto.

Submitted by: Board of Selectmen

The Board voted 5-0 on a motion by Selectman Lemoine, second by Selectman Jackson to place this article on the warrant.

Article 15. To see if the Town will vote to accept the provisions of Massachusetts General law Chapter 53, Section 9A to establish the final date for obtaining nomination papers for town office as forty-eight hours prior to the submittal deadline, or take any other action relative thereto. Submitted by: Board of Selectmen The Board voted 5-0 on a motion by Selectman Lemoine, second by Selectman Jackson to place this article on the warrant.

Article 16. To see if the Town will vote to accept M.G.L. Chapter 43D as amended pursuant to Section 11 of Chapter 205 of the Acts of 2006, which provides for an expedited permitting process, and to approve the filing of a formal proposal with the Interagency Permitting Board for the designation as a priority development site, the land specifically described below; or take any other relative action thereto.

Location: 50 Westford Road, Map 21, Parcel 23, Lot 1

Owner: Westford Road Development, LLC Submitted by: Board of Selectmen
The Board voted 5-0 on a motion by Selectman Lemoine, second by Selectman Jackson to place this article on the warrant.

e Board voted unanimously on a motion by Selectman Jackson, second by Selectman Lemoine to sign and post the special town meeting warrant.

- Tyngsboro Sports Center Entertainment License/Revised
 The Board deferred the request from the Tyngsboro Sports Center to amend their entertainment
 license to a future agenda. The Administrator will contact the Firm of Kopelman and Paige to
 assist the town in formulating a set of regulations for sport promotional.
- Building Commissioner Applicants Discussion
 The Board discussed the interview process and has asked that two of the applicants be scheduled for interviews on Monday November 8, 2010.
 - Open Meeting Law/Elections Discussion
 There were no discussions on this subject this evening.
 - Cultural Council Discussion

There were no discussions on this subject this evening. The matter has been resolved.

3. Correspondence

The Board voted unanimously on a motion by Selectman Lemoine, second by Selectman Jackson to accept the correspondence for discussions. The correspondence referencing the public discussion on negotiations was not complete page 2 was missing. The Board asks the Administrator to place the field use contract on the next selectmen's agenda.

4. Executive Session

e board may move to go into executive session to discuss strategy with respect to collective bargaining, gation, or exempt negotiations if an open meeting may have a detrimental effect on such subject matters.

Collective Bargaining

The Board voted on a motion by Selectman Jackson, second by Selectman Reault to enter into Executive Session to discuss collective bargaining and to return to open session only to adjourn. Roll Call Vote: Selectman Jackson, yes; Selectman Lemoine, yes; Selectwoman Coughlin, yes: Selectwoman O'Neill, yes; Selectman Reault, yes. The Board entered into Executive Session at 10:00 PM

5. 9:30 P.M. Adjournment

The Board voted 5-0 on a motion by Selectman Reault, second by Selectman Jackson to adjourn the meeting. The meeting adjourned at 11:00 PM.

Respectfully Submitted,

Therese Gay Admin Assistant



TOWN OF TYNGSBOROUGH

Office of the Selectmen
25 Bryant Lane
Tyngsborough, MA 01879
Tel: 978 649-2300 Ext. 100 Fax: 978 649-2320

Board of Selectmen Meeting Agenda

Monday November 1, 2010

6:00 P.M.

Town Offices

1. 6:00 P.M Open Meeting

2. New Business

- Review Special Town Meeting Articles
- Tyngsboro Sports Center Entertainment License/Revised
- Building Commissioner Applicants Discussion
- Open Meeting Law/Elections Discussion
- Cultural Council Discussion

3. Correspondence

4. Executive Session

The board may move to go into executive session to discuss strategy with respect to collective bargaining, litigation, or exempt negotiations if an open meeting may have a detrimental effect on such subject matters.

Collective Bargaining

5. Adjournment

Future Meetings

Selectmen's Meeting Monday, November 8, 2010 at 6:00 P.M. at Town Hall Offices **Special Town Meeting, November 16, 2010 at 7:00 P.M. at the Tyngsborough Elementary School, 205 Westford Road.

Selectmen's Meeting Monday, November 22, 2010 at 6:00 P.M. at Town Hall Offices



TOWN OF TYNGSBOROUGH

Office of the Selectmen
25 Bryant Lane
Tyngsborough, MA 01879
Tel: 978 649-2300 Ext. 100
Fax: 978 649-2320

Board of Selectmen Meeting Minutes

DRAFT

Monday October 25, 2010

6:00 P.M.

Town Offices

Member Present: Selectwoman Ashley O'Neill, Selectwoman Elizabeth Coughlin, Selectman Rick Reault, Selectman Robert Jackson, Selectman Rich Lemoine.

Staff: Admin. Assistant Therese Gay

Absent: Town Administrator Michael Gilleberto

"The listing of matters are those reasonable anticipated by the Chairman which may be discussed at the meeting. Not all items listed may in fact be discussed, and other items not listed may also be brought up for discussion to the extent permitted by law."

1. 6:05 P.M Open Meeting

The Chairman opened the meeting, the Board Members were introduced and the agenda was read.

2. New Business

• Liquor License Transfer Request – Laxminarayan Liquor, Inc.

The legal notice was read by Selectman Reault, the Board voted 5-0 on a motion by Selectman Jackson, second by Selectwoman Coughlin to open the public hearing. The Board welcomed Attorney Joseph Devlin and the owners of Laxminarayan Liquor Harry and Brinda Patel. The Patels are purchasing the package store from the present owner Mr. David Ziemlak. This evening

Board will vote to transfer the license. All of the documents are in order, the background check is clear. Mr. Patel has been in a family business for many years and is familiar with all of the rules and regulations governing the sale of alcohol. The Board satisfied that all the documentation is in order and that Mr. and Mrs. Patel are experienced in the sale of alcohol voted 5-0 on a motion by Selectwoman Coughlin, second by Selectman Jackson to approve the transfer of the All Alcoholic Package Store liquor license as presented, and to change the manager of record from David Ziemlak to Brinda Patel.

The Board voted 5-0 on a motion by Selectwoman Coughlin, second by Selectman Lemoine to approve the pledge of the liquor license and the inventory to Rockland Trust. The Board welcomed Mr. and Mrs. Patel to the community and wished them well on their new endeavor.

- Manager Change Transfer Request Tyngsboro Sportsmen Club, 90 Westford Road The Tyngsboro Sportsmen Club has petition the Board for a change of Manager of Record. Mr. Nash, Mr. Hustins and Mr. Wood were before the Board to present their petition and to answer any questions. Mr. Robert Wood the proposed new manager introduced himself and outlined his qualifications, he has been a member for many years and has helped at the bar and possesses a TIP Certification. The Board found all of the paper work to be in order and there were no issues. The Board voted 4-1 on a motion by Selectman Jackson, second by Selectman Lemoine to approve the petition to change the manager of record from James Hustins to Robert Wood. The Board congratulated Mr. Wood. Selectwoman Coughlin recused from the vote due to a possible conflict, she is a member of the Club.
 - 6:30 P.M. Street Acceptance Hearing Cedar Street

The Conservation Commission has sent a petition to the Board of Selectmen to place a warrant clicle of a town meeting to make Cedar Street a public way the Town Meeting in 1986 did accept Cedar Street as a public way but did not follow through on the final paperwork. This is correcting the procedure that was not followed. The Conservation Commission became involved because of

the numerous complaints from neighbors and residents who have tried to use the ramp and were stopped by the owners of the Fleur-de-lis club.

Board on a motion by Selectman Reault, second by Selectwoman Coughlin to open the hearing. Selectman Reault, Clerk read the notice that was sent to all of the abutters. The Chairman seeing that Mr. Smith of the Conservation Commission not present asked Town Counsel the Board should proceed, Town Counsel advised that the Board may proceed. The Chairman outlined the course the Board will take this evening. The Chair will ask the residents in attendance if they wish to speak in favor of the taking followed by the residents who are against the taking.

The Chairman asked if there were any residents present who wished to speak in favor of the taking. There were 9 residents who spoke in favor of the taking. They have been living in the area for a long time and have used the ramp on many occasions. Many of the residents had encounters with the owners of the Fleur-de-lis club. They have often stopped residents from using the ramp saying they would have to become members to use it. They have placed signs prohibiting anyone from using the boat ramp. Town Counsel that the abutters do own the private way but the residents who have deeds stating the use of easements to the pond have a right to pass and repass. If the town takes it as a public way then other town residents may use the ramp not just the neighbors.

The owners of the Fleur-de-lis club represented by their attorney were present to speak against the proposed taking. They feel it would be detrimental to their business. After a brief recess the Conservation Agent was present and he gave testimony to their request to accept Cedar Street, the Commission examined the area at the requests of residents. The Commission working with Town Counsel and a consultant has recorded/surveyed to correct the 1986 vote to accept Cedar Street.

The Board voted 4-1 on a motion by Selectman Reault, second by Selectman Jackson close the dentiary portion of the hearing. The Board voted 4-1 on a motion by Selectman Reault, second Selectwoman Coughlin having complied with the requirements of M.G.L. c82, s22-24 and having conducted a public hearing after notice to abutters, move that the Board of Selectmen lay out Cedar Stgreet as a public way and accept said way, as on a plan of land entitled "Plan of Land in Tyngsborough, Massachusetts – Cedar Street" dated June 1, 2010, prepared by Land Engineering & Environmental Services, Inc.

The Board thanked everyone for coming out this evening.

- Appoint Three Reserve Officers Tyngsborough Police Department
 The Board received correspondence from the Chief of Police asking the Board appoint three Reserve
 Officers, the Board will be introduced to all seven of the appointees at a future meeting.
 The Board voted unanimously on a motion by Selectman Lemoine, second by Selectman Reault to
 appoint Carlos Borges, Brian Jones, and Edward Caissie as Reserve Officers to the Tyngsborough
 Police Department.
- Review Special Town Meeting Articles
 The Selectmen deferred the review to their next schedule meeting on November 1, 2010.

3. Citizen/Business Time

Citizens or business owners may contact the Office of the Selectmen to request to address the Selectmen during citizen/business time. Citizens or business owners who have not contacted the Office of the Selectmen in advance may address the Board of Selectmen on matters of interest to the public for not more than five (5) minutes.

No one came forward this evening.

4. Correspondence

e Board voted unanimously on a motion by Selectman Reault, second by Selectman Jackson to accept the correspondence as read. Selectman Jackson brought forth a couple of items for discussion. The Chapter 90 road survey to complete and see if sidewalks can be reviewed; notify

the Historical Commission the Historical Grant information and the scholarship information is available at the school; also some discussion on the Planning Board applicant and the Cultural Auncil's procedures on grant applications.

5. Selectmen's Reports

• Selectman O'Neill - Strategic Financial Planning

The Capital Asset Committee will meet in December and the forms will be sent out next month.

• Selectman Coughlin – Energy and Environmental Affairs/Licenses/Inspections
A comment on the restructuring the different departments and restructuring the town government
is a big endeavor. On a good note the EEAC met with the Planning Board on the wind and solar by
law and the NMCOG is working with the Planning Board on the by-law. The Town of Tyngsborougi
was recognized at an award ceremony at Lowell City Hall for their commitment to Green iniatives.
The Mass Dept. of Energy Resources presented Selectwoman Coughlin and Chairman O'Neill with
Green Communities certificates and a grant check for \$161,000.00 for the building envelope
upgrades at the Town Hall and the Tyngsborough Middle School and Administration Offices.
Selectman Reault – Northern Middlesex Council Of Government
I attending the NMCOG's annual meeting the guest speaker was Marty Meehan. NMCOG is
keeping track of affordable housing and is working on the updating the Town's plan.

• Selectman Lemoine – Economic Development Spoke about the town' charter has not changed in 200 years and it is time to take a look at it, and would like to place it on a future agenda for discussion and to check on the funds allocated for the study.

Selectman Jackson – The Early Childhood Center

The School Committee voted to allow the Town to store its records at the Early Childhood Center. The Schools are not ready to release the building as the population trend is increasing and there may be a need for the school if more students enroll. The SFPC is winding down and will have ir 3 year financial report of its finding during the last two years. I would like to see a subcommittee to serve to study the town's insurance.

6. Town Administrator's Reports - No Report Available

7. 8:30 P.M. Executive Session

The board may move to go into executive session to discuss strategy with respect to collective bargaining, litigation, or exempt negotiations if an open meeting may have a detrimental effect on such subject matters.

Collective Bargaining

The Board voted on a motion by Selectman Reault, second by Selectwoman Coughlin to enter into Executive Session to discuss collective bargaining and to return to open session only to adjourn. Roll Call Vote: Selectman Jackson, yes; Selectman Lemoine, yes; Selectwoman Coughlin, yes: Selectwoman O'Neill, yes; Selectman Reault, yes. The Board entered into Executive Session at 8:30 PM

8. 9:30 P.M. Adjournment

The Board voted 5-0 on a motion by Selectman Reault, second by Selectman Jackson to adjourn the meeting. The meeting adjourned at 10:30 PM.

Respectfully	Submitted,
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Therese Gay
Admin Assistant

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Approved	on	 -

AUTOMATIC AMUSEMENT DEVICE LICENSES

ROBERT D. PELLETIER AMERICAN LEGION POST #247 D/B/A AMERICAN LEGION POST #247 1 JUKE BOX, 2 MEGA TOUCH GAMES, 1 POOL TABLE

DRACUT FOOD SERVICE, INC. D/B/A THIRSTY'S
1 POOL TABLE; 1MEGATOUCH MACHINES and
2 LITTLE LUCKY EIGHT

MAXAMILLIANS, I NC. D/B/A MAXAMILLIANS BILLIARDS 26 POOL TABLES, 1 MEGA TOUCH TRIVIA, 1 TOUCH TUNES JUKEBOX, 1 GOLDEN TEE GOLF

NAMCO, CYBERTAINMENT, INC
AT AMC THEATRES TYNGSBORO 12 CINEMA
2 CRUISIN EXOTICA, 1 JAMBO SAFARI, 2 PINNACLE
CRANE; 1 TIME CRISIS

O'CONLEY'S

2 POOL TABLE, 1 MEGATOUCH MAXX, 1 JUKEBOX, 2 DOUBLE UP MACHINES, 1 PINBALL TWILIGHT ZONE, 1 WORLD CLASS BOWLING,

ROLLER KINGDOM

2 WHEEL OF FORTUNE, 1 HOCKEY FAST RACK, 2 HOOP FEVER, 1 DAYTONA USA, 2 WONDER WHEEL, 2 ICE BALL MACHINES, 2 CYCLONE, 1 MS PACKMAN, 1 MIGHTY DRIVER MACHINE

THE PINES

1 RIVIERA BY MERIT

PAGE 2 OF 2

BARBEQUE INTEGRATED, INC D/B/A SMOKEY BONES BBQ
2 POOL TABLES

TYNGSBORO SPORTS CENTER

1 STACHOR; 1 LUCKY LEPRECHAUN; 1 SPORT ZONE 4; 1 MS PACMAN; 1 SOCCER BALL; 1 NASCAR CRANE; 1 HYDRO THUNDER; MAXIMUM FORCE; 1 TOY CRANE; 1 BOUNTY HILL; 1 SKITTLE BALL To: Board of Selectmen FROM: CORLISS F. LAMBERT

I write to you, offering a gift of labor and materials, to help protect the interiors of both the Winslow School and the Old Tyngsborough Town Hall, from the intrusion of rain, snow and wind. Both buildings have sustained extensive damage to their windows. This damage has already allowed the heavy rains of this year to intrude and damage the buildings' interiors. I am concerned that both buildings will sustain substantial structural and interior damage unless the intrusions are stopped, soonest.

I am offering to secure the broken and missing window openings with temporary repairs, sufficient to prevent rain, snow and wind from entering the buildings through those openings, for the period of the next three months.

I understand the Town of Tyngsborough does not wish to incur additional liability, from work on the Winslow School and the Old Town Hall. To avoid encumbering the Town with additional liability related to my person, I am prepared to sign a waiver of liability. As to my presence posing risk of damage to or loss of either of these valuable Town structures, I will not use any utility electrical power, nor will I introduce any heat producing devices. I do not smoke or drink and I do not carry lighters or matches. I am a trustworthy and responsible individual and don't pose a risk to either building.

In this letter, have tried to address, all the issues I have understood to be considerations which would prevent you from accepting this offer. The offer and all of the details related herein are presented honestly and seriously, because I believe a serious problem exists, which is not being addressed, otherwise. I am a citizen of this town. I am proud of its history. I appreciate the sacrifices our forbearers made improving our Town. I want our Historic government buildings preserved, and I am willing to invest some of my time and money to help.

Corliss J. Lamber



2014 PFC 16 17 1:38

Tyngsborough Sewer Commission

25 Bryant Lane – Town Hall Tyngsborough, Massachusetts 01879 Tel.: (978) 649-2300 ext. 134

Fax: (978) 649-2301

TO:

Board of Selectmen

Finance Committee Board of Assessors

Economic Development Committee

From:

Christine Miceli, Sewer Administrator

Subject:

Sewer Design and Construction Committee

Date:

December 9, 2010

cc:

Sewer Commission

With the completion and approval of the Comprehensive Waste Water Management Plan, the Town can now begin to implement the recommended plan. In order to begin this process, there are major decisions that the Town will need to make.

- How the Town will implement the approved sewer phases
 - o How to prioritize Needs Areas based on chronic on-site issues
 - o Economic benefits to sewer one Needs Area over another
 - O Political issues that need to be considered when prioritizing Needs Areas (such as the Town Center Project)
- How capital costs will be recovered
 - Capital cost recovery
 - Sewer Commission staffing needs to support a larger system
 - Others (as group develops)

To support these and other questions with regards to a major sewer undertaking, the Tyngsborough Board of Selectmen has approved the creation of the Sewer Design and Construction Committee. The Sewer Commission would like to invite each of your boards to appoint one member to the SDCC so that any Town decision reflects the consensus of many public interests. Meetings will begin in January of 2011.

Please forward the name and contact information of your appointed board member to me at cmiceli@tyngsboroughma.gov, or call me at 978-649-2300, extension 134.

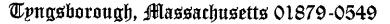
Thank you,

Christine Miceli
Tyngsborough Sewer Administrator



Town of Tyngsborough

Police Department 20 Westford Road





FEL: (978) 649 – 7504

FAX: (978) 649 - 2324

To:

Michael Gilleberto, Board of Selectmen

From:

Chief William F. Mulligan

Re:

Unfunded Mandate Firearms Training

Date:

December 13, 2010

On December 6, 2010 I received a memo from Sergeant Chris Chronopoulos dealing with additional mandated firearms training for this fiscal year. Sgt. Chronopoulos memo (see attached memo) states that the Mass Police Training Council MPTC is now requiring an additional 8 hours of firearms training.

Sgt. Chronopoulos is estimating that the cost of this training will be \$9,094.00. I wanted to bring this to yours and the Board attention as it adds to the budget issues we are all facing.

will attempt to work with the Deputy Chief and Sgt. Chronopoulos to reduce this cost if possible.

If you have any questions or concerns please let me know.



Town of Tyngsborough

Police Department 20 Westford Road Tyngsborough, Massachusetts 01879-0549



Memorandum

To:

Chief Mulligan

CC:

Deputy Burrows

From: Sgt. Chris Chronopoulos

Date: December 6, 2010

Re:

Firearms Training

Dear Chief,

It has been brought to my attention per the MPTC (Mass Police Training Council) that in addition to the annual qualification standard, within each 12 month period all officers are required to complete a minimum of 2 training sessions in the use of the handgun. This will require additional overtime training costs of \$9,094 for all full-time officers. The first session has already been completed. I am planning to complete the second session in the spring of 2011.

Please see the attached MPPC Minimum Standards for Handgun Re-Qualification & Continual Training.

hris Chronopoulos

Minimum Standards for Handgun Requalification and Continual Training

The minimum standards included herein are required of all sworn municipal police officers in the Commonwealth, whether full-time, reserve, or intermittent. These standards are divided into two sections: *qualification* and *training*. Qualification under these standards is intended to document existing marksmanship proficiency and safe firearms handling skills. Training is intended to improve the officer's marksmanship, reaction and decision making skills under stress in a variety of potential shooting situations as well as to enhance officer safety and safety of the public. The standards listed are minimum standards only. Nothing herein should be construed as recommending adherence only to the minimum standards or restricts agencies in any way from exceeding them.

Qualification

- 1. Annually complete the MPTC Basic Qualification Course at least once with a minimum score of 80%.
 - a. While duty ammunition is not required, the caliber used for qualification shall be identical to that used for duty ammunition.
 - b. The target used for qualification shall be the standard MPTC-approved target.

Training

- 1. Annually receive instruction and review in legal issues and Department policy on deadly force, and the safe handling and storage of firearms. This may be done at the time of qualification, range training, or on a separate date.
- 2. In addition to the annual Qualification standard and the annual review requirements outlined above, each officer shall complete, within each twelve month period, two training sessions in the use of the handgun. These two training sessions should be sufficiently spaced apart in such a manner as to maintain proficiency throughout the calendar year.
 - a. At a minimum, each officer shall discharge a total of 50 live-fire rounds for training purposes other than the MPTC Basic Qualification Course. The intent is for these rounds to be expended in multiple firearms training sessions.
 - b. Each training session shall be realistic in nature; training should include the following: judgmental shooting, reduced-light and multiple target drills or scenarios, shooting at moving targets, and shooting while moving.
 - c. Training should enhance skill diversity by varying the live-fire drills from session to session.
 - d. Training should be scenario based wherever practical and incorporate the use of cover, shooting from a variety of positions, and the use of both sighted and point-shooting techniques.
 - e. Any target may be used for training purposes; however, the use of steel or reactive targets is encouraged where practical.
 - f. Skill building drills may include firearms simulators (such as Range 3000), Simunition Weapons, Air-Soft, plastic rounds, and Red/Blue guns.
 - g. Departments are encouraged to use MPTC-certified instructors in their firearms training programs.

General Principles of Firearms Training

- 1. Notwithstanding the potential for "failure to train" lawsuits under 42 U.S.C. 1983, or suits for "employee negligence" under the Massachusetts Tort Claims Act (M.G.L. c. 258), the design and implementation of firearms training programs should not be motivated by the sole purpose of avoiding legal liability.
- 2. Firearms training should be designed to prepare officers to protect themselves and their communities from dangerous individuals, when necessary. To attain that objective, the program should logically take into consideration the nature and conditions of the job and should be tailored accordingly.
- 3. The primary liability issues involving firearms training involve failure to train (which includes the nature of the training), failure to supervise training (which includes documentation), proficiency testing, and policies.

Selected Negligent Training Cases

City of Canton, Ohio v. Harris, 109 S.Ct. 1197 U.S. Ohio, 1989

(deliberate indifference standard established)

Zuchel v. City and County of Denver 997 F. 2d 730 10th Circuit Court

(inadequate training program)

Popow v. City of Margate 476 F. Supp. 1237 D.N.J. 1979

(inadequate training in absence of moving targets and low-light training)

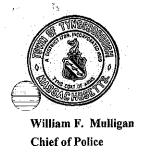
Vickowski v. Hukowicz, 201 F.Supp.2d 195 D. Mass., 2002

(outlines legal test/questions for establishing a failure-to-train tort)

Armstrong v. Lamy, 938 F.Supp. 1018 D. Mass., 1996

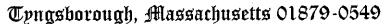
(Pattern of behavior in violation of constitutional standard need not be shown if need for more or different training is so obvious and inadequacy so likely to result in violation of constitutional rights that policymakers of municipality can reasonably be said to have been deliberately indifferent to need.)

These cases only provide a very cursory overview of litigation involving firearms training. For a more extensive list of relevant cases, please contact the MPTC or your legal advisor.



Town of Tyngsborough

Police Department 20 Westford Road





To:

Michael Gilleberto

From:

Chief William F. Mulligan Wir

Re:

Officer Thomas Walsh/ Thank you letter and card

Date:

December 13, 2010

I received a letter and a thank you card for Officer Thomas Walsh from two citizens. I wanted to share them with you and the Board of Selectmen. I have attached both.

Chief William Mulligan Tyngsboro Police Department 20 Westford Road Tyngsboro, MA 01879

Dear Chief Mulligan,

I wanted to express my thanks and appreciation for the assistance that Officer Thomas Walsh provided my family in a recent insurance fraud issue regarding my seventeen year old daughter Lauren. After becoming aware of an alleged hit and run incident in Lawrence that supposedly occurred while my daughter was home in bed, I visited the Tyngsboro Police department seeking help and guidance in navigating this issue.

Officer Walsh has been invaluable in working with my husband, my daughter and myself as we collected evidence and laid out a timeline to disprove this accusation. Officer Walsh maintained continual contact with us and kept us updated every step of the way. His calming manner and take charge attitude talked me off the ledge on numerous occasions. His approach with my daughter was particularly commendable as she was clearly very upset by the incident. Additionally, Officer Walsh interfaced with the Lawrence PD to obtain information that was unexplainably denied to us.

The clerk's hearing was held yesterday and Lauren was cleared of any wrong doing. Officer Walsh accompanied us to the hearing and his presence gave us peace of mind and confidence that justice would be served. Having the support of the Tyngsboro PD certainly made a statement when we arrived for the hearing. Ultimately, the Lawrence residents admitted to lying to Lawrence PD and filing a false police report - amazingly enough, they were allowed to walk out of the court house with no charges filed against them.

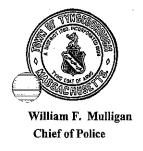
Officer Walsh is a credit to the Tyngsboro PD. He approached this case as if it were his own daughter that was accused and stood behind Lauren every step of the way. I have always been impressed with the response and support I have received from the Tyngsboro PD but this particular incident really hit home and demonstrates the commitment and extra effort that the town's officers are willing to provide.

Officer Walsh is truly one of Tyngsboro's finest and we are very grateful to him.

Best regards,

Mary Ellen, Walter & Lauren Riley 25 Morgan Way

Ton, (The Good oxe) The free for all Lover these and Everpoint for awhile Wirex Feeling Like But Love Ruse De Verge Ref Nine on Ret Thank Jace Villey Try



Town of Tyngsborough

Folice Department 20 Westford Road Tyngsborough, Massachusetts 01879-0549



To:

Sergeant Christopher Chronopoulos

From:

Chief William F. Mulligan

Re:

Letter of Commendation / Firing Range

Date:

December 9, 2010

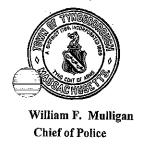
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When I was appointed Chief of Police in July of 2007 I was told that the firing range was out of service in need of repair.

by painting both the walls, floor, fixing the exhaust fan, and cleaning up years of ammunition debris.

Your efforts not only improved the firing range, they also improve the ability of the department to train your fellow officers.

Once again thank you for all the hard work and your dedication to your fellow officers and community.



Town of Tyngsborough

Tolice Department 20 Westford Road Tyngsborough, Massachusetts 01879-0549



TEL: (978) 649 – 7504 FAX: (978) 649 – 2324

To:

Officer Charles Rubino

From:

Chief William F. Mulligan

Re:

Letter of Commendation / Firing Range

Date:

December 9, 2010

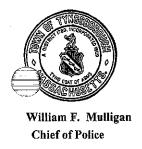
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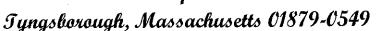
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Town of Tyngsborough Police Department

Police Department
20 Westford Road





TEL: (978) 649 - 7504 FAX: (978) 649 - 2324

To:

Officer Thomas Walsh

From:

Chief William F. Mulligan

Re:

Letter of Commendation / Firing Range

Date:

December 9, 2010

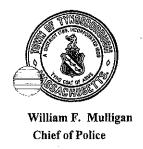
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Town of Tyngsborough

Police Department 20 Westford Road Tyngsborough, Massachusetts 01879-0549



FAX: (978) 649 - 2324

To:

Michael Gilleberto, Board of Selectmen

From:

Chief William F. Mulligan

Re:

Narcotics Investigation Training

Date:

December 9, 2010

I wanted to inform you and the Board of Selectmen of a new program we have started at the police department. As with most community we know there is an element of society that is involved in the distribution and use of drugs.

I believe it is important to identify those persons involved. It is also important to derstand how narcotics investigations are successful. We must use the proper riocedurals; we need officers trained in these procedurals if we are to be successful.

Officers from the Tyngsborough Police Department will be assigned to work with the Lowell Police Department Vice Squad.

The Officers assigned to work with the Lowell Vice Squad will be allowed to work five eight hours shifts. During these shifts they will be working along side the vice squad officers on narcotics investigations.

The Officers working this program will be expected to develop information on how drug investigations are conducted. The main goal of this program is to increase the department's drug interdiction activity.

This program will be offer to each patrol officer who is interested in this training. They will be assigned by Detective Sergeant Richard Howe. Only one Officer will be assigned at a time.

This is an excellent training program; I have kept the department's financial restraints in mind. The Officers who are assigned this training will be receiving compensation time, which cannot cost the department over-time pay.

you or the members of the Board of Selectmen have any questions or concerns with this program please let me know.

ngsborough Police Department

Selectman's Monthly Status Report

Report Start Date: Novem 2010	nber 1, Report 2010	End Date: November 30, Chief William F. Mulligan
Short-Term Action Items	Status	Outcomes/Issues
•	Complete	We have been approved for the dispatch grant for fiscal year 2010-11 we have expended this grant for dispatcher salaries The Town Administrator requested a transfer of \$45,000 from dispatch to police at the November town meeting
Reserve Officer Testing	On Going	We have three new reserve officers in training. We also have two being tested both of whom are full time academy trained. We continue to have the reserves working a volunteer shift once a month. We should see a 1000 hours of volunteer hours at the end of the year.
Crime Information	On Going	We continue to have Residential B&E both in the home and vehicles. We had a citizen return home from a vacation this month to find a suspect leaving her home with her property being placed into her vehicle with the suspect then stealing the vehicle.
	On Going	Officer Robert Cote graduated from the Lowell Police Academy after 22 weeks. He won a combat shooting award. Two days later while off duty he broke his ankle in two places he will be out of work for up to 10 weeks. We also have an officer out with a back injury that occurred off duty. He will be out 3 to 5 days
	State Mandated Increase in training	I have been advised that the Mass Police Training Council has increased the annual firearms qualification standard for each year an additional 8 hours of training. This is will result in approximately \$ 10,000 increase in the training budget for this fiscal year.
	Work in progress	MilA Loss Control has recommended that I do other improvement to the building to protect personnel I will be working towards those recommendations. The cost for this will come from the building budget.
	Contract Terminated	NMCOG has terminated the contract with Winbourne & Costa. They will be looking for a new consultant to complete a feasibility study by June 30, 2011
	Progress	
State Accreditation	On going project	
Neighbor to Neighbor	On going	I will be writing about the services the police department provides for January 2011.
Officers out on medical	On going	I have two officers who will need to have surgery this winter. One of the officers has put off the surgery off until officer Cote returns.

Al al all 0-Jahrico



TOWN OF TYNGSBOROUGH

Office of the Town Clerk

Town Hall – 25 Bryants Lane Tyngsborough, Massachusetts 01879-1003 (978) 649-2300, Ext. 129 jshifres@tyngsboroughma.gov

Joanne Shifres, Town Clerk

December 13, 2010

Tyngsborough Board of Selectmen Tyngsborough Cemetery Commissioners 25 Bryants Lane Tyngsborough, MA 01879

Dear Board Members:

In accordance with MGL Chapter 41 Section 109, the resignation of a town officer is effective when it is filed with the Town Clerk. Please be advised that Robert Decartert has tendered his resignation as a Cemetery Commissioner and as the Burial Agent.

Under MGL Chapter 41, Section 11, the remaining Cemetery Commissioners are required to provide notification to the Board of Selectmen within one month of the vacancy. The Commissioners and the Selectmen, after one week's notice, shall fill the vacancy by roll call vote.

A copy of the resignation letter is attached.

Sincerely,

Joanne Shifres Town Clerk

MANI

cc: Mr. Michael Gilleberto

RECEIVED 2010 DEC 13 AM 9: 46

December 9, 2010

TOWN CLERK TYNGSBOROUGH, MA

Mr. Robert Pelletier, Cemetery Commissioner Board of Selectmen

It is with regret that I submit my resignation as a Cemetery Commissioner and Burial Agent for the Town of Tyngsborough effective immediately. Unfortunately, health issues prevent me from continuing.

Mobert De Carteret

Sincerely,

Robert P. Decarteret

Cc: Town clerk

TYNGSBOROUGH SCHOOL COMMITTEE MEETING (Tyngsborough Town Hall Community Room)

1. Call to Order The meeting was called to order by Chair Wennerstrom at 7:00 p.m. Those present were Burt Buchman, Herb Desrosiers, John Hickey, and Shaun McCarty.

Chair Wennerstrom announced that this meeting is being audio and video recorded.

Also present were Superintendent Ciampa and Business Administrator Joe Messina.

School Committee members, Superintendent Ciampa, Business Administrator Joe Messina, and Administrative Assistant Sue Harvey introduced themselves.

Chair Wennerstrom called for the approval of the Minutes.

Burt Buchman made a motion, seconded by John Hickey, to approve the Minutes of October 19, 2010.

2. Approve the Minutes of October 19, 2010, Executive Session of October 19, 2010 & Policy Subcommittee Minutes of October 5, 2010

VOTE: 4, Yea 0, Nay 1, Abstain (Mr. McCarty)

Burt Buchman made a motion, seconded by John Hickey, to approve the Executive Session Minutes of October 19, 2010.

VOTE: 4, Yea 0, Nay 1, Abstain (Mr. McCarty)

Shaun McCarty made a motion, seconded by Herb Desrosiers, to approve the Policy Minutes of October 5, 2010.

VOTE: UNANIMOUS 5, Yea 0, Nay 0, Abstain

Superintendent Ciampa acknowledged the Intra-Municipal 3. Correspondence Field Agreement which has been in existence since 2006. They are looking for approval of the agreement and for the Chair to sign it.

A. Intra-Municipal Field Use Agreement

John Hickey made a motion, seconded by Herb Desrosiers, to approve the agreement and have the Chair sign it.

Collin Manzo arrived at 7:05 p.m.

VOTE: 5, Yea 0, Nay 1, Abstain (Mr. Manzo) (Mr. Manzo abstained because he just arrived)

Superintendent Ciampa acknowledged the 10/20/10 letter from Hamwey Engineering, Inc. with cost estimates for the proposed culvert options underneath the entrance driveway at Tyngsborough Elementary School. He noted that they did select the following three (3) options:

OPTION A – Add 8'x 4' box culvert \$101,406.

B. Letter from Hamwey Engineering, Inc. - TES Driveway

<u>OPTION B</u> – Add 8'x 4' box culvert & remove \$135,366. 30" culvert & replace with 48" culvert

<u>OPTION C</u> – Remove 30" culvert & add twin \$ 208,674. 10'x 5' box culverts

Some discussion was held.

Superintendent Ciampa acknowledged the letter from the Merrimack Valley Superintendent's Association President Dr. Eric Conti to MVSA colleagues with a list of monthly meeting luncheon dates.

C. Letter to MVSA Colleagues-Monthly Luncheon Dates

Superintendent Ciampa noted that he attended the MASC/MASS conference with Burt Buchman and Herb Desrosiers.

D. MASC/MASS Joint Conference Highlights

Mr. Buchman noted that it was an excellent conference this year and quite well attended. They attended seminars on social media, bullying, finance, new laws, and legislative policy. On Friday morning, they were informed of a possible 5%-10% reduction in local aid and Chapter 70 for FY11 as the state may be \$1.5B-\$2B short in revenues next year. The federal stimulus money ends next year. He noted that it was good to sit and talk with other school committee members and superintendents and discuss what is going on in their districts.

Herb Desrosiers noted that he attended a few meetings on the Bullying Bill and they are right on track. He thanked Superintendent Ciampa and his administrative team.



Superintendent Ciampa noted that it was his first time attending the conference and it was a great experience. He noted that they met with a number of superintendents who also traveled to China. He noted that he attended some great conferences on teacher evaluation, Bullying Bill, social networking and dealing with the media.

Superintendent Ciampa noted that back in the summer, they discussed one of the goals they will be implementing which is to look to prepare their students to participate in the global economy. He acknowledged the invitation to attend the Massachusetts Foreign Language Association administrator's session in Boston on Friday, November 19, 2010 The topic is "Gateway to District Excellence in Foreign Language Programming". He and Kate Burnham will attend the session. He noted that Mary Ann Brady is Vice President of MaFLA.

E. Massachusetts Foreign Language Association Invitation

None at this time.

4. Visitors' Comments and Questions

Superintendent Ciampa acknowledged the November 2010 "Students of the Month":

- Katelyn O'Connor
- Nichole Brickett
- Joshua DiIorio
- Peter Schade

5. Share the Success

A. November 2010

"Students of the Month"

- -Katelyn O'Connor
- -Nichole Brickett
- -Joshua Dilorio
- -Peter Schade

Superintendent Ciampa commented on Camp Bournedale trip and how the trip establishes great relationships. He noted that it is a wonderful experience for the 6th graders and Nancy Senecal has created a Blog so that parents can see pictures and video from the trip. He thanked all of the students, chaperones and staff.

John Hickey noted that he heard from the kids how the trip was such a wonderful experience. He heard about the team building and bonding that went on with the

kids. He also noted that the Blog was wonderful.

Burt Buchman and Chair Wennerstrom also commented on the trip and the great experience for the students.

B. Camp Bournedale Highlights

Chair Wennerstrom commented on the great Veterans' Day assembly at TES.

C. TES Veteran's Day Assembly

Herb Desrosiers noted that he enjoys the assembly every year and he receives a gift for his service. He noted that this year he received a flag.

Herb Desrosiers noted that the Policy Committee met on October 5th and adjusted some language in the policy. He acknowledged the paragraphs on transfer fees and bus transportation. He noted that if a student pays for a bus fee and half way through the year gets a drivers license, the fee transfers to the parking permit.

6. Policy

A. First Reading Policy #3.6/#5.18 Staff, Student and Visitor Parking

Joe Messina acknowledged the additional section added-Bus Transportation and noted that during inclement weather, if the Superintendent deems it unsafe for students to drive, they will allow students to ride the bus that day.

John Hickey made a motion, seconded by Herb Desrosiers, to approve Policy #3.6/#5.18-Staff, Student and Visitor Parking as a First Reading.

VOTE: UNANIMOUS 6, Yea 0, Nay 0, Abstain

Superintendent Ciampa notified the Committee of the following requests for maternity leave and extended leaves: A. Request for Maternity

- Erin Sousa -TES Kindergarten Teacher on or about 11/22/10 and expected to return 1/18/11
- Sarah Siopes-Cunningham TES Maternity Leave returning 1/3/11
- Jessica Munroe TES Grade 3 estimated due date 11/7/10 and returning 2011/12

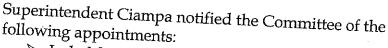
7. Personnel

Leave/Extended Leave -Erin Sousa -Sarah Siopes-Cunningham -Jessica Munroe

Collin Manzo made a motion, seconded by Burt Buchman, to acknowledge receipt of the maternity leaves and to approve the extended leaves for those mentioned above.

Chair Wennerstrom congratulated the growing families in town.

VOTE: UNANIMOUS 6, Yea 0, Nay 0, Abstain



- Judy Metz TMS Soc. Studies Teacher M Step 1
- Joseph Valcourt TMS Paraprofessional B Step 1
- Laura Silva TES Paraprofessional Step 1

Superintendent Ciampa noted that they received a letter from the Tyngsborough Teachers' Association requesting that they enter into negotiations with Unit A and Unit D. He also noted that they just received a letter to enter into negotiations with the custodial/maintenance staff.

Burt Buchman noted that at the last Strategic Financial Planning Committee meeting, he and the Superintendent discussed the history of 40Bs and the housing development and the affect on their budget. Hundreds of units will be coming online in the next 1 $\frac{1}{2}$ -2 years and their budget projections did not include any of this. There were also hundreds of thousands of permit fees that were waived in the Maple Woods project.

Some discussion was held.

Burt Buchman noted that if the SFPC goes forward with the original projections, he will resign tomorrow night. He is very concerned with this year and next year's budget with 100's of units coming online. This will affect our schools.

He noted that he has two (2) motions to make tonight.

Burt Buchman made a motion, seconded by Collin Manzo, that effective November 17, 2010, any future housing developments of 15 or more units to be built in the Town of Tyngsborough must conduct an impact study on the development's effect on the Tyngsborough Public School System. Be it further requested that the Superintendent of Schools must sign off on the impact study. Copies of the motion to be sent to the Town Administrator, Board of Selectmen Chair, and the Zoning Board Authority Chair.

- B. Notification of Appointments: -Judy Metz - TMS Social Studies -Joseph Valcourt-TMS Paraprofessional -Laura Silva – TES Paraprofessional
- C. Request to Open Negotiations-TTA Unit A, Unit D and Custodial/ Maintenance Staff
- 8. Standing Committee Reports A. Strategic Financial Planning Committee

Some discussion was held.

Chair Wennerstrom noted that they should send a letter to the Board of Selectmen and ask to be put on their agenda.

Chair Wennerstrom noted that she found out on town floor that free cash was certified for a large amount and the explanation was new growth. They weren't notified of this previously.

More discussion was held.

VOTE: UNANIMOUS 6, Yea 0, Nay 0, Abstain

Burt Buchman made a motion, seconded by John Hickey, that the School Committee submit a letter to the Middlesex District Attorney, Gerry Leone, to investigate any potential impropriety or unethical behavior regarding the development of the four 40B and affordable housing projects that were approved by the ZBA from 2003 to the present.

Some discussion was held.

Chair Wennerstrom noted that she would like to give them the opportunity to respond to some of the questions.

Burt Buchman noted that he would be comfortable waiting for them to respond.

Burt Buchman and John Hickey withdrew their motions.

Herb Desrosiers noted that he sent an email to Jeff Hunt and Shaun McCarty to set meeting dates to look at the Bullying Bill. He noted that teachers, administrators and parents have met to look at the Bill.

B. Policy Committee

John Hickey noted that they did update on the 10/12/10 meeting. They did touch briefly on 40B. They also went over winter routes – no issues. He noted that they have not had any issues so no meeting has been set.

C. TransportationAdvisory Board



Burt Buchman noted that as previously mentioned, they received a request to open up negotiations with Unit A, Unit D, and Custodians/Maintenance. Once they have a Tri-Board meeting and have an idea of what their budget will be for next year, they will set up some meetings.

D. Negotiations Committee

Chair Wennerstrom asked the Superintendent to send a letter to the Board of Selectmen and Town Administrator asking them if they're going to have a Tri-Board meeting and if so what the date will be.

John Hickey noted that they met last Thursday in the Superintendent's Conference Room. A good majority of the meeting Scott Moreau was updating on Sullivan's Rule and some of the things that transpired this fall. The winter schedule is complete. They had a lengthy discussion on a December 1st meeting - MidWach Update which will be held at 7:00 p.m. at the High School. He noted that this will be a great informational meeting.

E. Athletic Committee

Some discussion was held.

Burt Buchman noted that there is nothing new to report. They need to look at a plan for next year's budget.

F. Technology Committee

Chair Wennerstrom noted that Jeff Hunt is not here tonight. G. TECC Building Study She noted that correspondence from him states that they will hold off meeting until they see where they're going with the number of students coming into the district.

Superintendent Ciampa noted that he, Herb Desrosiers and George Trearchis did tour the project at Maple Ridge early October. He has an email from the Project Manager Steve Kapinski in which he says that they have received 75 applicants for 72 units available and he believes that 40 units will be occupied right away. Hopefully, he will have numbers to report by the December 7th meeting.

9. Unfinished Business A. Update on New Housing **Projects**

Chair Wennerstrom noted that the RTTT Grant was due for submission late October. They had to make alterations to the submission. She noted that they will meet with members of the Tyngsborough Teachers' Association on Friday to go over this.

B. RTTT Grant

Superintendent Ciampa noted that Tyngsborough will receive \$40,825 over the next four (4) years. He, the President of the TTA and Chair Wennerstrom attended a meeting at Assabet Valley Regional Technical High School where they were given the guidelines on how they can proceed over the next four (4) years. They are looking to form a group of teachers and administrators to look at developing a new teacher evaluation instrument - \$3,800. He noted that there are mandates to insure that teachers are able to access the student information system-Data Warehouse, prepare students for college readiness, and align their curriculum to the common core. Kate Burnham has been working with the DESE and they will finalize this with the TTA on Friday.

Some discussion was held.

Bill Schedules were signed.

11. Finance

A. Signing of Bills

Joe Messina noted there will be a change in the routine next month. One of the things that Herb Desrosiers learned at the Joint Conference is that a lot of districts read the Warrant numbers, the amounts and the accounts they came from into the Minutes. He feels that this is a good idea to get it into the record, so next meeting he will read that information.

Chair Wennerstrom acknowledged the September 2010 Financial Package. She read the following enrollment figures as of November 1, 2010:

 TES
 958

 TMS
 500

 THS
 484

 Out of District
 18

 MEC/PDD/TMS
 4

 TOTAL
 1,964

B. September 2010 Financial Package

Joe Messina noted that the Town voted last night the Medicaid reimbursement supplement (\$83,060) to their budget and last year the Committee voted to place it in the School Committee budget line item. He asked for a vote to place the \$83,060 in the line item.

John Hickey made a motion, seconded by Burt Buchman, to place the Medicaid reimbursement money (\$83,060) into the School Committee budget line item.

VOTE: UNANIMOUS 6, Yea 0, Nay 0, Abstain

None at this time.

Collin Manzo expressed his concern about the 40B situation and the lack of the boards working together. He is fed up and tired of trying. He wished everyone a Happy Thanksgiving.

Shaun McCarty noted that his wife and daughter attended Camp Bournedale and had a great time. He thanked the staff.

Sue Harvey wished everyone a happy Thanksgiving.

John Hickey congratulated the November Students of the Month. He noted that he has heard so much about Camp Bournedale and thanked the students, staff and chaperones. He also heard a lot of great things about the Veterans' Day assembly. He wished everyone a happy Thanksgiving and go Tigers!

Herb Desrosiers thanked Superintendent Ciampa for attending the MASC/MASS Conference. He thanked those who attended the meeting last night. He noted that the Veterans' Day Assembly was great and he wished everyone a happy Thanksgiving.

Burt Buchman noted that the MASC/MASS Conference was great and he was very pleased that Superintendent Ciampa attended it. He noted that he attended his high school class reunion and noted to the students that some relationships that they form will last for a long time. He wished everyone a happy Thanksgiving and Rosh Hashanah. He noted that he and Bill Downing's birthday are a few days apart so he wished him a Happy Birthday.

- 12. Visitors' Comments and Questions
- 13. School Committee Discussion



Herb Desrosiers noted that SEPAC had a great workshop last week. Every time he attends one he learns something new. He noted that they did record the last two meetings so, hopefully, they will be televised soon.

Superintendent Ciampa thanked Herb Desrosiers and Mrs. Santoro for hosting a meeting the other day which he, Kerry Cavanaugh, and Kate Burnham attended. They talked about the opportunity to share some resources and professional development. He noted that they will be making available the High School Open House video. He wished everyone a happy Thanksgiving and noted that the game is at Groton-Dunstable at 10:00 a.m.

Chair Wennerstrom thanked those who came out last night for Town Meeting. They had two (2) articles and both passed. She noted that they have been a little critical of some folks in town tonight and she doesn't feel that they're trying to be critical to be negative, but to try to achieve what she believes is in the best interest of Tyngsborough. They are truly one community that provides municipal services and educational services and they have to work together so they can make the best decisions for their community. On another note, she applauded the 5th grade floor hockey program and all of the teachers who go above and beyond.

None at this time.

14. Executive Session

Respectfully submitted,

Herb Desrosiers, Secretary

40 Church Street, Suite 500, Lowell, Massachusetts 01852-2686 Telephone (978) 458-4583 Facsimile (978) 937-0950

December 1, 2010

John F. Gallant, Esq. Gallant & Ervin, LLC One Olde North Road, Suite 103 Chelmsford, MA 01824

File: Tyngsborough

Re: Dupell v.Mical

Dear John:

Please reference my letters of September 2, and 21, 2010, to which I have not received a response. I am informed by the Town that Mr. Mical failed to make his August 2010 payment of \$3.333.33, as required by the September 2008 Agreement for Judgment.

Please have a check mailed to me, payable to the Town of Tyngsborough, or in the alternative, call me to discuss the problem. If I do not hear from you within ten days, I shall have no alternative but to seek enforcement of the Judgment.

Sincerely yours,

Charles J. Zaroulis Tyngsborough Town Counsel

CJZ:ksz

cc: Ms. Therese Gay, Administrative Assistant

40 Church Street, Suite 500, Lowell, Massachusetts 01852-2686 Telephone (978) 458-4583 Facsimile (978) 937-0950

December 14, 2010

Ms. Kerry Colburn-Dion Town Treasurer Town Hall 25 Bryants Lane Tyngsborough, MA 01879

File: Tyngsborough

Re: Dupell v. Mical

Dear Ms. Colburn-Dion:

I enclose a check, Number 1324, from Performance Automotive Technology, LLC, for Patrick Mical in the amount of \$3,333.00 in partial payment of the Judgment and Settlement Agreement, which check represents the second installment payment due in August 2010.

Please call me if you have any questions or to discuss.

Sincerely yours,

Charles J. Zaroulis
Town Counsel

CJZ/jrz

Enclosure

cc: Ms. Therese Gay, Administrative Assistant
Board of Selectmen

40 Church Street, Suite 500, Lowell, Massachusetts 01852-2686 Telephone (978) 458-4583 Facsimile (978) 937-0950

TO:

Board of Selectmen

COPY TO:

Mr. Michael P. Gilleberto, Town Administrator

FROM:

Charles J. Zaroulis, Tyngsborough Town Counsel

DATE:

December 10, 2010

SUBJECT:

Gifts of Personal, Monetary, and Real Property - Acceptance

MEMORANDUM OF MUNICIPAL LAW

1. Personal Property:

Massachusetts General Laws, chapter 44, § 53A 1/2, now provides, in regard to **personal property** and not real estate, the following:

... [B]oard of selectmen ... may, in its sole discretion and authority, accept gifts of tangible personal property on behalf of the ... town from the federal government, a charitable foundation, private corporation, individual, or from the commonwealth or any political subdivision thereof, and may, at its sole discretion and authority, use said gifts, without specific appropriation thereof, for the purpose of such a gift, or if no restrictions are attached to the gift, for such other purposes as it deems advisable.

2. Money Grants:

Massachusetts General Laws, chapter 44, § 53A, provides, in pertinent part, the following:

An officer or department of any ... town ... and ... may expend such funds for the purposes of such grant or gift ... with the approval of the board of selectmen. ... [A]ny amounts so received ... shall be deposited with the treasurer ... and held as a separate

CHARLES J. ZAROULIS LAW OFFICES

Bo Bo

Board of Selectmen

Re: Gifts of Personal, Monetary, and Real Property - Acceptance

December 10, 2010

Page 2 of 2

account and may be expended as aforesaid by such officer or department receiving the grant or gift without further appropriation....

3. Land for Conservation Purposes:

Massachusetts General Laws, chapter 40, § 8C, reads:

... Said [conservation] commission may receive gifts, bequests or devises ...or interests in real property of the kinds mentioned below in the name of the ... town, subject to the approval of the ... selectmen. ... It may purchase interests in such land with sums available to it ... [and] ... water rights, conservation restrictions, easements or other contractual rights including conveyances on conditions or with limitations or reversions, as may be necessary to acquire, maintain, improve, protect, limit the future use of or otherwise conserve and properly utilize open spaces in land and water areas within its ... town, and it shall manage and control the same. ...

4. Gifts of Real Estate, Easements and In Fee.

Except as stated in paragraph 3, above, such gifts of real estate must be accepted by Town Meeting.

CJZ/jrz



Michael Gilleberto < mgilleberto@tyngsboroughma.gov>

Request for opinion - School Committee participation in Town collective bargaining process

Darren Klein < DKlein@k-plaw.com>

Fri, Dec 10, 2010 at 3:39 PM

To: "Michael P. Gilleberto" <mgilleberto@tyngsboroughma.gov>

Michael,

You have asked two questions, which I will answer in order:

(1) Can the School Committee take action to prohibit participation by the Selectmen representatives in approving School collective bargaining agreements?

In my opinion, the School Committee <u>cannot</u> take any action to prohibit the participation by the Selectmen representative in approving school collective bargaining agreements. General Laws c. 150E, § (1) provides the following:

"In the case of school employees, the municipal employer shall be represented by the school committee or its designated representative or representatives. For this purpose, the chief executive officer of a city or town [the Board of Selectmen] or his designee shall participate and vote as a member of the city or town school committee; provided, however, that if there is no town manager or town administrator in a town, the chairman of the board of selectmen or his designee shall so participate and vote."

G.L. c. 150E, § 1 is very clear, in my opinion, that a Town Representative has a right to vote as an equal member of the School Committee on all school collective bargaining issues including the ratification and approval of school collective bargaining agreements. This does <u>not</u> necessarily include a right for the Town representative to be on the actual bargaining team (since the bargaining team is voted upon and appointed by the entire School Committee) but it does clearly provide for the right to vote on all school collective bargaining issues. In my opinion, the School Committee may <u>not</u> prohibit this right without violating G.L. c. 150E, § 1.

(2) Can the Selectmen permit the School Committee and/or a representative to participate in approving Town collective bargaining agreements, either with or without the approval of the union?

Unlike the Town's right to have a representative vote upon all school collective bargaining agreements, Massachusetts General Laws does <u>not</u> provide a similar right for a school representative to vote upon all Town collective bargaining agreements. Notwithstanding, the Board of Selectmen ("Board") has the right to appoint a School Committee member or any individual for that matter to represent the Board at negotiations or to serve as an advisor to the

Board on collective bargaining issues and such designation would <u>not</u>, in my opinion, need to be bargained with any of the unions. However, the vote to actually approve or ratify a Town collective bargaining agreement may only be done by the Board, in my opinion, since the Board is the Chief Executive Officer of the Town in accordance with G.L. c. 150E, § 1 and no other individual or position has the right to formally vote on the ratification or approval of Town collective bargaining agreements. If a School Committee member or other individual was designated to assist the Board or represent the Board on collective bargaining matters, there opinions or recommendations would be "advisory" only, in my opinion, since they are <u>not</u> entitled to formally vote on the approval of Town collective bargaining agreements.

If you have any additional questions, please do not hesitate to contact me. Thank you for your attention.

Very truly yours,

Darren R. Klein, Esq. Kopelman and Paige, P.C. 101 Arch Street 12th Floor Boston, MA 02110 Phone: 617 556-0007 Fax: 617 654-1735

Cell: 617 257-9576

E-mail: dklein@k-plaw.com

This message and the documents attached to it, if any, are intended only for the use of the addressee and may contain information that is PRIVILEGED and CONFIDENTIAL and/or may contain ATTORNEY WORK PRODUCT. If you are not the intended recipient, you are hereby notified that any dissemination of this communication is strictly prohibited. If you have received this communication in error, please delete all electronic copies of this message and its attachments, if any, and destroy any hard copies you may have created and notify me immediately.

From: Michael P. Gilleberto [mailto:mgilleberto@tyngsboroughma.gov]

Sent: Friday, December 10, 2010 11:50 AM

To: Darren Klein

Subject: Request for opinion - School Committee participation in Town collective bargaining process

[Quoted text hidden]

NOTICE-- This message is for the designated recipient only and may contain confidential, privileged or proprietary information. If you have received it in error, please notify the sender immediately and delete the original and any copy or printout. Unintended recipients are prohibited from making any other use of this e-mail. Be advised that the Attorney General has ruled that communication by e-mail in the public domain is not confidential. In compliance with Federal Rules of Civil Procedure (FRCP) all email communication will be archived and retained for at least three years.

NEW ENGLAND WINE COMPANY, LTD

7 Montclair Circle Billerica, Ma. 01821 December 15, 2010

Board of Selectmen Town if Tyngsborough, Massachusetts

Dear Selectmen,

Thank you for your support of our business over the past 8 years.

Sameless

We are still in the process of developing our business plan to open a Wine Wholesale and Import Facility in Tyngsborough and are now investigating adequate space and facilities for this purpose. We estimate our opening in the April, 2011 time frame.

Because of this, we are unable to have a location for our Retail Operations at this time and respectfully request that our License be suspended temporarily until March, 2011 when we will reapply for this license.

Sincerely Yours,

WINE SOCIETY Charles Saunders



THE SALVATION ARMY

FOUNDED IN 1865 BY WILLIAM BOOTH LOWELL CITADEL CORPS

CENTER FOR WORSHIP AND SERVICE
MAJORS EVERETT AND PATRICIA HENRY
COMMANDING OFFICERS
150 APPLETON STREET, P. O. BOX 1456
LOWELL, MASSACHUSETTS 01853-1456
TELEPHONE (978) 458-3396
FAX (978) 458-4923

Please Ring The Bell Of Hope For Those In Need

December 11, 2010 6AM - 1PM

The sounds of the Christmas season are emerging around us. To many people, the only sounds they hear are of despair and concern about tomorrow. If you have been a 980 WCAP Radiothon partner, we want to personally thank you for all your past help and generosity. If this is your first opportunity to help, welcome to our group! We hope you can lend a hand in this special effort during a special season. We all know these are tough economic times but we need your help. Please consider helping to raise at least \$250 among your family, friends and coworkers. We are grateful for anything you raise because every dollar helps.

In 2009 our 980 WCAP Radiothon raised \$99,682.06!

Please help us reach our goal of \$100,000 for this year!

This helped to provide 223 Thanksgiving Baskets, 571 Christmas Baskets as well as 6,200 toys and 6,500 articles of Christmas clothing for 1,300 children!

This is just a drop in the bucket of what The Salvation Army depends on. Funds raised from our Radiothon help to assure that these programs and all the other valuable assistance can continue. This year the Salvation Army has more than 500 families who need our support. With your help this can be achieved.

Our 980 WCAP Radiothon is December 11th from 6AM-1PM at the studios of 980 WCAP, 243 Central Street, Lowell MA. Tune in and bid on hundreds of Auction Items, bring your donations to the studio that morning or mail them to the Salvation Army at 150 Appleton Street, Lowell MA 01853. Make check out to 'Salvation Army Radiothon'. If you have an auction item you would like to donate, we would be happy to pick it up.

Stop by and be part of an exciting new Radiothon event hosted by Senator Steve Panagiotakos with Senator-Elect Eileen Donoghue. This year we have a simulcast WCAP Salvation Army Radiothon remote broadcast being held at the Lowell Sun lobby, 491 Dutton Street from 9AM - Noon. Stop in to make a donation and meet Lowell's own "Irish" Micky Ward and other area personalities. Local artist, Bill Bradbury, will be creating his clever caricatures and Gary Sohmers, who appears on Antiques Roadshow, will appraise your family heirlooms and treasures for a donation to the Salvation Army Radiothon. Come join us for the fun and have a snack at the Gazebo Café while being entertained by comedian and talk host Jimmy Tingle. Plenty of free parking and surprises.

Sincerely,

The Radiothon Team



Town of Tyngsborough

25 Bryants Lane - Tyngsborough, Massachusetts 01879-1003 Phone: (978) 649-2300, Ext. 124-Fax: (978) 649-2327 Kathleen Cayer, Assistant Town Accountant

To: All Town Departments

Due to the upcoming holidays, Town Hall will be closed on Friday, December 24 and Friday, December 31. Therefore, we will process bills on Wednesday, December 22 and Wednesday, December 29. Please have all bills turned in by 8 a.m. Thank you for your help and enjoy your holiday.

on or any a prox Morohan.



DEVAL L. PATRICK GOVERNOR

TIMOTHY P. MURRAY LIEUTENANT GOVERNOR

THE COMMONWEALTH OF MASSACHUSETTS

EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES

DEPARTMENT OF VETERANS' SERVICES

600 Washington Street, Suite 1100, Boston, Massachusetts 02111

Tel: (617) 210-5480 Fax: (617) 210-5755 TTY: (617) 210-5883

WWW.MASS.GOV/VETERANS

JUDYANN BIGBY, M.D. SECRETARY, EOHHS

THOMAS G. KELLEY SECRETARY, DVS

December 14, 2010

Dear Mayor / Town Manager,

In an effort to assist the Veterans' Service Officer (VSO) of your community, the Department of Veterans' Services (DVS) will be holding a training session February 28 through March 3, 2011. DVS developed this training session in response to the needs of the community to ensure that you receive the full 75% reimbursement of veterans' benefits expenditures. In addition to the reimbursement process, the VSOs will be trained in a variety of processes including applying for alternative sources of benefits which reduces the tax burden on your community.

This year's training will emphasize two major areas:

One area of training is the application process for VA benefits that provides an immediate reduction in the benefits paid by the community, but more importantly brings an important revenue stream into your city or town.

The second focus is training on the new Veterans' Services Management Information System (Web-VSMIS). Web-VSMIS is a web based, interactive database management system developed exclusively to assist the VSO with benefit submission and reimbursement. The system is in use in 90 percent of the communities in the Commonwealth. It has already shown its usefulness with the high level of accuracy with submissions and consequently, it ensures your community is accurately reimbursed the correct amount it expended in veterans benefits.

In accordance with FY 2011 General Appropriates Act, money is set aside to provide this training to the VSOs of the Commonwealth. As part of this act, DVS will reimburse the community 100% of the booking fee, travel and living expenses (specifics are in the letter to the VSO of your community).

The training will be divided into blocks covering the entire four day session. We ask that the VSO attend all four days to get the full measure of training.

Please feel free to contact me if I can answer any questions you may have. You can reach me during normal business hours at (617) 210-5482 or evan.makrinikolas@massmail.state.ma.us.

Sincerely,

Evan Makrinikolas Chief Authorizer

Department of Veterans Services

Cc: Town / City VSO

One Winthrop Square, Boston, MA 02110 617-426-7272 • 800-882-1498 • fax 617-695-1314 • www.mma.org

December 15, 2010

Dear Municipal Leader,

Happy New Year (almost)!

On behalf of the Massachusetts Municipal Association, we are very pleased to present you with a 2011 MMA calendar featuring amazing photographs of beautiful scenes throughout the Commonwealth. The calendar was designed by the MMA staff, and the theme for 2011 is *Great Places in Massachusetts*. We thank all of the talented photographers and leaders who submitted entries for consideration, and hope that you will encourage the submission of photos from your community when we begin production of our 2012 calendar later next year.

This new calendar is a great reminder of the first major event in 2011 – the MMA's 32nd Annual Meeting and Trade Show on January 21 & 22 at the Hynes Convention Center and Sheraton Hotel in Boston. This is a must-attend event, featuring inspiring speakers, 30 information-packed workshops, the largest municipal trade exhibition in the northeast, and much more. Please take a moment to register for the MMA Annual Meeting and Trade Show today by visiting the MMA website at www.mma.org.

We look forward to seeing you in January, and we wish you and your family a joyous holiday season and a happy New Year!

Geoff Beckwith

Executive Director



Friends of Animals Frank Kapuscinski 4333 Bermuda St. Philadelphia, PA 19124

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PUAN SSOCIOUS. MA.

Town Administrator
The Town of Tyngsborough
Tyngsborough, MA. 01879

Dear Sir/Madame:

If you have an embroidered cloth patch and/or a decal available, depicting the seal of the Town of Tyngsborough, could you send 1 or 2 of them to me, even if you only have used ones available.

For a hobby, I collect such governmental insignia from across the country, and I would be honored to have your Town included in my collection.

I will gladly reimburse you for this material, if you wish; or, if you cannot assist me, could you recommend a supplier who can.

Thank you very much for your time and assistance in this matter.

Sincerely yours,

Frank Kapuscinski 11-22

Comcast Connections

wer the dream

all 2010

New Hampshire Edition

Comcast Hosts Digital Fingerprinting or Kids in Manchester

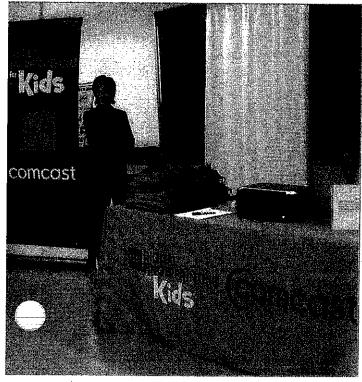


On Saturday, September 18, Comcast partnered with HLN and Nancy Grace for a Digital Fingerprinting workshop for kids

d families at the Manchester Boys and Girls Club's Kids'

y event. The program offers free digital fingerprinting with
intention of preventing crimes against children and has
gerprinted thousands of children since the program launch
2002. By participating in this workshop, families receive a

nplimal with their child's photo and fingerprints, safety tips,
do the total differentiation information. The first 300 children
the event received a free DNA kit, as well as a safety whistle
differentiation drawstring bag. These events are held nationwide to raise
vareness of the importance of having emergency identity
ormation available.



mcast/HLN booth as shown

Tips for Protecting Children Online

Our children rely on the Internet more than ever for communication, school work, and socialization in general. While the Internet can be a powerful and effective tool for our children, it is important to remember that with any technology comes risk. These risks can range from low to high, varying between online bullying to child exploitation and predation. Comcast is committed to providing a safe and secure Internet experience and has devised a number of tips and tools to help protect children while online.

- Parental Controls: Comcast offers the Norton Security Suite to help filter out inappropriate content and also monitor Internet activity to help prevent identity theft.
 These controls log where children surf, can monitor chat sessions and provide age-based web access in addition to filtering offensive content. More information can be found at http://security.comcast.net
- Communication: Talk to your children about their online experience so that they are more likely to share uncomfortable situations.
- **Private Information:** Children may not understand the significance of sharing their personal information on the Internet. Help your children understand that some information, like their address, phone number and school, is private and should not be shared on the Internet.
- Contract: Avoid confusion and establish clear rules surrounding Internet communication. A family contract is a useful tool to establish rules regarding information that cannot be shared online, the level of permission required before meeting someone in person, and other important information.
- Location: Keep the home computers located in a central area of the house and never in a private location (e.g., the child's room). The public presence of the computer and your close proximity will serve as a continual obstacle to strangers attempting to lure your child.
- Chat Rooms: Advise your child to always remain in public areas of chat rooms. Often times, chat rooms have "private" areas where chat monitors have limited ability to log conversations.

Comcast Helps Attorney General Keep Kids Safe Online

On October 4, Comcast partnered with New Hampshire Attorney General Michael Delaney to promote Internet safety for children at an event at the Southside Middle School in Manchester. The one-hour briefing focused on providing parents with tools to create a safe online environment, such as training on how to recognize unhealthy online habits and communicate the need for Internet safety with their children. Attorney General Delaney also unveiled the state's new internet Safety Guide which was recently redesigned, published and distributed to New Hampshire's middle school sopulation collaboratively through a partnership with Comcast.



Pictured (I to r); Manchester, New Hampshire Mayor Ted Gatsas, New Hampshire State Senator Betsi Devries, New Hampshire Attorney General Michael Delaney and Chris Hodgdon, Director of State Government Affairs for Corncast in New Hampshire.

Comcast Asks Classroom Teachers to Dream Big!

Comcast is proud to provide courtesy services to schools, braries, and Boys & Girls Clubs in New Hampshire. We show our commitment to serving the communities where we live and work by providing TV and Internet services to elp educators and students stay well connected every day. his year, we have provided over \$661,000 to New Hampshire lone in Courtesy Services and aim to maintain that ommitment in years to come.

o ensure that our investment in the schools is making an npact, Comcast is currently holding a contest in which chools can earn an additional grant for learning programs. y December 7th, we want educators to tell us how our services have made a difference in their classrooms, and we will give lem the chance to win \$2,500 in technology grants from omcast to support these efforts.

Educators can enter this contest by answering each of the following questions in 100 words or less, as well as providing us with their name, school, and the subject they teach, in an e-mail to:

NE_Community_Investments@cable.comcast.com.

How do you use Comcast's courtesy services in your classroom?

How would a \$2,500 technology grant help your class dream big?

Any teacher from a school receiving Comcast courtesy services is eligible to participate. One entry per teacher is allowed. Finalists will be chosen during the month of December, and will be asked to create a short video, up to five minutes in length, showing us why their class is the best pick. Three grant-winning classrooms will be announced in January 2011.



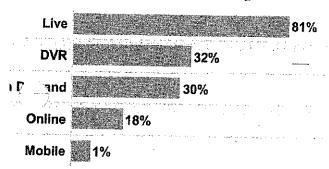
Fall 2010

New Hampshire Edition

Customers Jse Time-Shifting echnologies

ith the fall TV season in full swing, Comcast customers a increasingly choosing to watch their favorite TV shows ytime, anywhere using time-shifting technologies such as leo-on-demand, digital video recorders and the Internet. In meast announced these findings of its second annual "TV ilse Survey," an independent nationwide survey conducted International Communications Research.

omcast Customers Planned Viewing This Fall:



s top reasons consumers are using time-shifting technologies include sonal schedules (79 percent) and programming conflicts (63 percent).

Comcast Protects Customers' Online Curity with Constant Guard

s part of its commitment to providing customers with the est and safest online experience possible, Comcast recently unched Constant Guard for its XFINITY Internet customers, multi-year effort to combat increasingly sophisticated online ecurity threats, Constant Guard service consists of customer ecurity assurance, education and world-class technology ich. Norton Security Suite, bot notifications and Secure account of the providing customers with the experience possible, Comcast recently unched constant of the providing customers with the est and safest online experience possible, Comcast recently unched constant Guard Security Securi

ustomers can learn more about Constant Guard at

tp://security.comcast.net/constantguard.

Comcast Enhances DVR Service

Comcast recently announced the launch of new features to its Digital Video Recorder (DVR) service, including Any Room DVR and an upgraded on-screen program guide that will bring more choice and convenience to its XFINITY TV customers throughout the state. The additions, designed to improve the overall customer experience and make future enhancements – like interactive television – possible, are part of Comcast's recent launch of XFINITY TV, which offers customers more HD, more speed, more choice and more control over their services.

The new on-screen program guide features include:

- Watch in HD Button: Allows customers to quickly switch to the HD version of the program they are watching.
- On Demand Skip Ahead/Skip Back: Enables customers to skip ahead or skip back in five minute increments while watching On Demand programming.
- myDVR Manager: Helps customers to remotely schedule and adjust their recordings online.
- DVR Search & Record: Gives customers the ability to search for a program by actor, title, director or keyword.
- DVR History, Cleanup and Folders: Allows customers to manage and find their recorded programs more quickly and conveniently.

Comcast.



Comcast Cable Communications, Inc. 676 Island Pond Road Manchester, NH 03109 PRESORTED
STANDARD MAIL
US POSTAGE
PAID
CHELMSFORD, MA
PERMIT #88

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Selectmen
Town of Tyngsboro
25 Bryant Ln
Tyngsboro MA 01879-1042



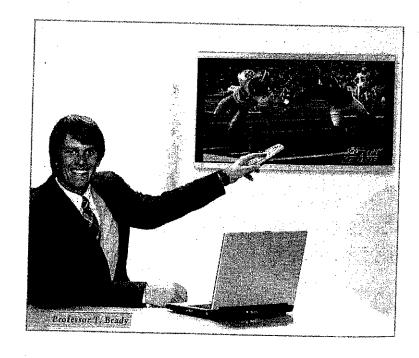


For more news on Comcast products, services and community initiatives in New Hampshire, follow Comcast New England on Facebook.

Class Is in with Professor T. Brady – Comcast Has the Most Live Sports

Comcast and New England Patriots Quarterback Tom Brady nave teamed up to spread the word that Comcast is the home of the most live sports in HD and 3D as well as NFL RedZone, which airs every touchdown from every game and the best plays from around the NFL yard every Sunday afternoon. In the advertising campaign, "Professor" Brady encourages V viewers to never miss another game and experience football 24/7 all year round" with Comcast.

Sustomers can learn more about Comcast's ports offerings at www.mostlivesports.com.





is published by the Greater Boston Region Community Investment Department. This quarterly newsletter is distributed to state and federal legislators, municipal officials and other community leaders throughout Comcast's service area.

Tim Murnane
VP, Government Affairs
& Community Investment

Becca Fracassa
Manager of Community Investment



"The Document & Storage Munagement Professionals"

28:00EC-3 FIII: 15

TYNGSOJAGUGI, MA

Rosemary Cashman Town of Tyngsborough 25 Bryants Lane Tyngsborough, Ma 01879

Dear Rosemary

Recently Donnegan Systems completed a large scanning project for the City of Somerville. We scanned their Public Works files and drawings and stored them on "FileBound" servers for access by any authorized person. Donnegan Systems can help you solve your most challenging document management problems while also meeting your day-to-day needs. Our ability to provide your total document management solution sets us apart from the competition. We recognize that your records may be in a variety of formats, therefore Donnegan Systems can provide the following products:

- High Density File Storage From "Spacesaver"
- Filing Folders and Supplies
- Document Imaging Solutions
- File Tracking Software
- Evidence and Weapons Storage Systems

As your complete Document Management Professionals, Donnegan Systems performs the following services:

- Consultant and Design Services
- File Organizing, Interfiling, and File Moves
- Conversion Services
- Microfilming and Scanning Services
- Certified Document Destruction

Donnegan Systems, Inc. is headquartered in Northborough, MA. Our client list ranges in size from the single doctor's offices to the largest medical facilities, banks, colleges, cities and towns and insurance companies in New England.

For your free no obligation survey, please contact me today at 1-800-222-6311 Ext. 304 Products available on Massachusetts State Contracts OFF20 and OFF27!

Sincerely,

Paul Pennelli

We help you do more with less!

FileBound Document Management Solution!

FileBound allows for unlimited users on the system.

Purchase as an in-house solution or as an ASP with your images residing on a secure data center.

Powerful yet simple to use, FileBound will streamline business processes and make

Do more with less

your office staff more efficient.

Do more with less with FileBound! ETIEBOUING

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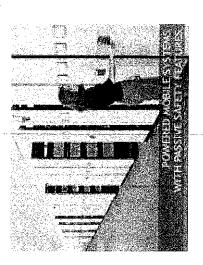
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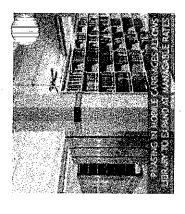
- Canon Document Scanners.
- Rotary Filing Systems.
- Spacesaver Movable Shelving systems.
- Vertical Lifts & Carousels.
- Document Scanning
- services.
- File Folders and Internet Label Systems.
- FileBound Document
 Management Software.

Available Under
Massachusetts Higher
Education Consortium
Contracts B07 and C07.



High Density Filing!

-



Store vital records and student records to comply with HIPPA and other regulations!

Paper based and electronic based document management solutions.



102 Otis St. Suite One Northboro, Ma 01532 www.donnegan.com Paul Pennelli Phone: 800-222-6311 X304 Fax: 508-393-5601 Email: pennelli@donnegan.com



THE COMMONWEALTH OF MASSACHUSETTS EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY



MASSACHUSETTS EMERGENCY MANAGEMENT AGENCY

400 Worcester Road, Framingham, MA 01702-5399 Tel: 508-820-2000 Fax: 508-820-2030

Website: www.mass.gov/mema

Kurt N. Schwartz Acting Director

Timothy P. Murray Lieutenant Governor

Deval L. Patrick

Governor

Mary Elizabeth Heffernan Secretary

December 1, 2010

Captain Wes Russell
Emergency Management Director
Fire Department
26 Kendall Road
P.O. Box 52
Tyngsborough, MA 01879

RE: FFY2009 Emergency Management Performance Grant

Dear Captain Russell:

It is my pleasure to inform you that your community emergency management program is eligible to receive a total of \$ 4000.00 in Emergency Management Performance Grant (EMPG) funds. While the EMPG program requires that your community provide a 100% match (a dollar for dollar match) for all grant funds that you expend, you may satisfy the match requirement with "in-kind" expenditures from allowable sources. The EMPG funds must be expended by September 30, 2011.

In an effort to support the formation and development of regional initiatives, individual communities may choose to surrender some or all of their EMPG allotment in favor of participation in a regional project or program. Regional projects may include but are not limited to: regional shelters, regional emergency operations centers, interoperable communications systems, regional planning, and regional emergency management oversight and leadership. Regional programs will need to affiliate with a single community point of contact to serve as the fiscal agent.

This grant opportunity will be structured as a reimbursement grant. This means that you will be required to expend the funds, or at least issue a purchase order for the expenditure, and then seek reimbursement from MEMA. Our intention is to provide you maximum discretion in the use of these grant funds. Accordingly, we will reimburse you upon receipt of appropriate documentation establishing that the funds were used for any expense deemed allowable under guidelines issued by FEMA for the EMPG program. Be advised that funding is contingent upon the completion of an EMPG budget and program narrative for your program. The MEMA Project Management Office staff must approve your proposed budget and program narrative prior to expenditure of funds.



The enclosed "FFY 2009 EMPG – GRANT GUIDANCE AND INSTRUCTIONS" document contains detailed information regarding the grant application and administration process. You will be notified of technical assistance meetings being scheduled in each region in the next few weeks. Please refer any question you may have about this grant program to the PMO by contacting Jeff Trask at Jeffrey. Trask@state.ma.us 508-820-2053 or Elaine Denniston at Elaine. Denniston@state.ma.us 508-820-1447. Your regional MEMA office is also available to answer questions and help you complete the necessary contract documents.

Sincerely,

Kurt N. Schwartz, Acting Director

Massachusetts Emergency Management Agency

CC: Chief Municipal Officer

Enclosures



2912 BLC 20 PH 1: 24

Commissioners Robert E. Corey Chairman-William L. Morin William "Zee" Zielinski

Mark R. Riopelle Executive Director-Superintendent

John M. Hudzik Field Service Manager Primary Distribution Operator

> Debra H. Vinal Treasurer

December 20, 2010

Tyngsborough Town Hall Town Administrator 25 Bryant Lane Tyngsborough, MA 01879

RE: Dracut Water Supply District Contract

Attention: Michael Gilleberto

I am writing to inform you that I have decided not to attend the Tyngsborough Board of Selectman's meeting scheduled for December 20, 2010. Your e-mail message confirms that the Board has no formal questions for the District to answer regarding the contract and therefore my attendance is not required.

As you know the District has provided you with a proposed contract for the Town to review. I recommend that your Board formally respond in writing with any proposed changes to the contract and return it to Edward L. Morris Jr., Esq., 1 Courthouse Lane, Chelmsford, MA 01824. As I mentioned to you previously, historically this has been a legal matter that has been successfully executed through our attorneys.

Please contact me with any questions. Thank you for your attention to this matter.

Sincerely,

Mark R. Riopelle, Executive Director - Superintendent

Dracut Water Supply District

VIA: HAND DELIVERY

cc: Tyngsborough Board of Selectman Board of Water Commissioners

Edward L. Morris, Jr.

PLEASE RETURN SIGNED ORDER FORMS AND BILL PROMPTLY

To Whom It May Concern: Attached is a petition for the following:

Frost Rd., place approx. 117 feet of underground conduit, Indian Ln., place approx. 102 feet of underground conduit, Pawtucket Blvd., place approx. 76 feet of underground conduit, Sherburne Rd., place approx. 389 feet of underground conduit, Parker Ln., place approx. 175 feet of underground conduit.

A Public Hearing **Will** be Necessary, Newspaper Advertising is not required – <u>NOTIFICATION OF ABUTTORS ONLY!</u>

If any further information is required, please contact:

Mr. Robert E. Grassia, Manager/Rights of Way Verizon 28 Diana Lane Dracut, MA 01826 Telephone: 978-275-1294

SBOROUGH, P

KEUEIVEU

PETITION FOR CONDUIT LOCATIONS-CITIES AND TOWNS

To the Board of Selectmen

of Tyngsborough, Massachusetts

VERIZON NEW ENGLAND INC. (Formerly known as NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY) requests permission to lay and maintain underground conduits and manholes, with the wires and cables to be placed therein, under the surface of the following public way or ways:

FROST ROAD, Place approximately 117 feet of underground conduit.

INDIAN LANE, Place approximately 102 feet of underground conduit.

PAWTUCKET BLVD, Place approximately 76 feet of underground conduit.

SHERBURNE ROAD, Place approximately 389 feet of underground conduit

PARKER LANE, Place approximately 175 feet of underground conduit

Locations approximately as shown on Plan attached

Also for permission to lay and maintain underground conduits, manholes, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as it may desire for distributing purposes.

Plan marked-Verizon No. 732 dated 12-16-10 showing location of conduit is filed herewith.

VERIZON NEW ENGLAND INC.

(Formerly known as NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY)

Manager/Rights of Way

ORDER FOR CONDUIT LOCATION

In Board of Selectmen of the Town of Tyngsborough, Massachusetts. ORDERED:

That permission be and hereby is granted the VERIZON NEW ENGLAND INC. (Formerly known as NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY) to lay and maintain underground conduits, manholes and apparatus cabinet with supportive pad, with the wires and cables to be placed therein, under the surface of the following public way or ways as requested in petition of said Company dated the 16th day of December 2010.

FROST ROAD, Place approximately 117 feet of underground conduit.

INDIAN LANE, Place approximately 102 feet of underground conduit.

PAWTUCKET BLVD, Place approximately 76 feet of underground conduit.

SHERBURNE ROAD, Place approximately 389 feet of underground conduit PARKER LANE, Place approximately 175 feet of underground conduit

Locations approximately as shown on Plans attached Substantially as shown on plan marked - Verizon, No.732 Dated 12-16-2010 filed with said petition.

Also that permission be and hereby is granted said VERIZON NEW ENGLAND INC. (Formerly known as NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY) to lay and maintain underground conduits, manholes, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as it may desire for distributing purposes.

The foregoing permission is subject to the following conditions: --

- 1. The conduits and manholes shall be of such material and construction and all work done in such manner as to be satisfactory to the Board of Selectmen or to such officers as it may appoint to the supervision of the work, and a plan showing the location of conduits constructed shall be filed with the Town when the work is completed.
- 2. Said Company shall indemnify and save the Town harmless against all damages, costs and expense whatsoever to which the Town may be subjected in consequence of the acts or neglect of said Company, its agents or servants, or in any manner arising from the rights and privileges granted it by the Town.
- 3. In addition said Company shall, before a public way is disturbed for the laying of its wire or conduits, execute its bond in a penal sum of Twenty-five Thousand Dollars (\$25,000) (reference being had to the bond already on file with said Town) conditioned for the faithful performance of its duties under this permit.
- 4. Said Company shall comply with the requirements of existing by-laws and such as may hereafter be adopted governing the construction and maintenance of conduits and wires, so far as the same are not inconsistent with the laws of the Commonwealth.

	I her	ceby	certify	that	the	fore	goi	ng c	order	was	adopted	at	a. m	eeting	of
the	Board	o£	Selectmen	of	the	Town	of	Tyng	gsbor	ough,	Massacl	iuse	tts	, held	on
the		da	y of				201	0.							

(OVER)

Proposed Verizon Buried Cable Location

- Proposed Verizon Manhole Location

Existing Verizon Buried Cable

Pet. # 732 Date: December 16, 2010

PETITION PLAN

Municipality: Tyngsboro, Massachusetts Verizon New England Inc. Showing: Proposed Underground Conduit Locations

FROST ROAD

Time of the state
KELOCATED PAWTUCKET BLVD

RELOCATED PAWTUCKET BLVD. (SHERBURNE RD)

- Present Joint Pole Location to be Abandoned Proposed Verizon Buried Cable Location - Power Co. Pole Location to be Abandoned Proposed Verizon Conduit Location - Existing Vertzon Buried Cable - Existing Joint Pole to Remain ⊗ P #2/3 DISTANCES SHOWN ARE APPROXIMATE 389. \otimes LEGEND Verizon Pole Location to be Abandoned - Proposed Verizon Manhole Location - Proposed Verizon Pole Location Proposed Joint Pole Location Verizon Co. Pole to Remain Existing Vertzon Manhole - Existing Verizon Conduit Prepared By rlc 78. 1

Verizon

Pet. # 732 Date: December 16, 2010

Verizon

Municipality: Tyngsboro, Massachusetts Verizon New England Inc. Showing: Proposed Underground Conduit Locations

PETITION PLAN

RELOCATED PAWTUCKET BLVD. (FROST RD.) PARKER LANE RELOCATED PARKER LANE 175′± MH 4 £ 38. + €

Checked By C.C. - Present Joint Pole Location to be Abandoned - Proposed Verizon Buried Cable Location - Power Co. Pole Location to be Abandoned - Proposed Verizon Conduit Location - Existing Verizon Buried Cable - Existing Joint Pale to Remain DISTANCES SHOWN ARE APPROXIMATE $\otimes \times$ LEGEND - Verixon Pole Location to be Abandoned - Proposed Vertzon Manhole Location - Proposed Verizon Pole Location Proposed Joint Pole Location - Verizon Co. Pole to Remain - Existing Verizon Manhole Prepared By ric

Existing Verizon Conduit



Town of Tyngsborough Zoning Board of Appeals 25 Bryants Lane

Tyngsborough, Massachusetts 01879 Office: (978) 649-2300 Ext. 112

MULECU 10 10 3: 11

TYNCELONGUER, MA.

REQUEST FOR COMMENT

Applicant: STANLEY C & CLAIRE	FABIANSKI	
Project Address: 10 OAK STREET Map 31B Parcel 42 Lot 0		
requirements of Section 2.12.50 of the Zoning By-Lay	v (48,044 sq. ft relief and 100 frontage	
Department:		
The Zoning Board of Appeals has received the above application. The Board equests your department's review of the application and any comments. Please attach a separate sheet for additional comments if necessary. It your Department/Board must take action prior to issuance of this permit, please dicate the action below. Domments:		
If your Department/Board must take action indicate the action below.	prior to issuance of this permit, please	
Prepared by:	(print) Date:	
Department Head:Signature:	(print) Date:	
Cc:AssessorsX_Building InspX_ConservationFire DeptSewer DeptX_Highway DeptTax CollectorX_Selectmen	X_Board of HealthPolice DeptWater DeptX_Planning Board	



Stanley C. & Claire P. Fabianski - 10 Oak Street

CASE: 11-01-01
DATE APPLICATION FILED: 12/17/2010
HEARING DATE: 13 JANUARY 2011

DECISION:

Do not write in this space	

TOWN OF TYNGSBOROUGH **APPLICATION TO THE BOARD OF APPEALS**

Applicant: Stanley C+ Fabianski and Claire P+ Fabianski	
Mailing Address: 10 Oak Street, Tyngskoro, MA	
1. Application is hereby made: (Check one or more and fill in appropriate blank spaces.) (a) For a Variance from the requirements of Section Para. of the Zoning By-Law. (148,044 sq.) ft relief and 100 frontage relief (b) For a Special Permit under Section Para. of the Zoning By-Law2. 15. 22 (renovation of pre existing non-conforming commissioner or other authorities. Set forth other authorities:	Ċ
2.	
(a) Premises affected is vacant land and buildings numbered	
10 Oak Street, Tyngsboro, MA	
☐ (b) Premises affected is vacant land with frontage on	
Street(s).	
Describe how to locate: <u>Intersection of Maple and Oak</u>	
3. (a) Premises affected in Zoning District	
The premises has an area of 16,956 square feet	
Frontage of 100 feet Side yard setback of 30 feet and	

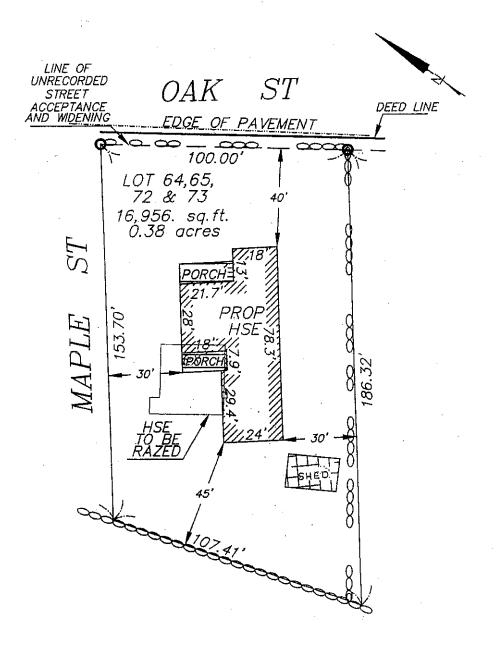
(b)	
(c)	Assessors Map <u>318</u> , Lot <u>42-0</u> .
	Ownership:
	Name and Address of owner (if joint ownership, give all names):
	Stanley C. Fabianski and Claire P. Fabianski
5.	(a) Size of (proposed) (existing) structure:* feet.
	Front:* feet.
	Height: * feet. Stories *
	Total floor area * square feet. * See attached plan
	(b) Approximate date of erection, if known:
	(c) Present occupancy of use: (of each floor or section)
	Residential
6.	Description of proposed work and use:Residential, existing
	structure to be fazed.
7.	Has applicant made a previous appeal involving these premises to this Board: No
	If "yes" give the date of the appeal:
8.	Deed recorded with the Middlesex North District Registry of Deeds
	Book <u>24415</u> , Page <u>61</u>
	Land Court Department of said Registry of Deeds (Registered Land):

	Certificate No, Book, Page
	Attach copy of Deed or Certificate
9.	The reasons for the change that I request are as follows: (Use additional page(s), if necessary.) $Improving property with new dwelling.$
	Names and address of parties in interest as defined in M.G.L. c 40A, § 11.
	Use additional pages(s), if necessary.)
	Abutters:
	See attached abutter's list.
	· · · · · · · · · · · · · · · · · · ·
	Other parties in interest:
	N/A
	·
	I represent that the information submitted by the undersigned is true to the best of my knowledge.
	Date: 12/15/10 Signature of person who filled out form:
=	
	Attorney Meter Nicosia
	(Type or print name, address and phone) $P_{\bullet} \mid O_{\bullet} \mid P \circ x = 7.21$
	Tyngskoro, MA 01879
	69781649-4300

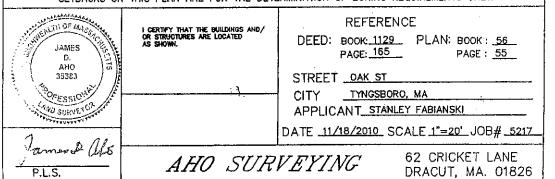
Date: _	12/15/10	_Signature of Applicant:	Stanley C. Falianski Claire P. Falianski
			(Type or print name, address and phone) 10 Oak Street
			Tyngsboro, MA 01879

If the applicant is not the owner of the premises, please submit documentation that the owner authorizes this application.

PROPOSED BUILDING PLAN



SETBACKS ON THIS PLAN ARE FOR THE DETERMINATION OF ZONING REQUIREMENTS ONLY.



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		User Acct	GIS Bef		GIS Ref	Insp Date	Sn		PBINT	Time	5:55:22	i i	Time	TAMMY P.						NOITA	By	163 CTD 243			-			Spec J Fact Use Value	T :			 Total: 105,000	
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Lot	SS	Use Code Building Value			Total Card 108	e: Market Ac	PREVIOUS ASSESSMENT		101 FV	2009 101 FV	<u> </u>	101 PR	2006 101 FV	101	SALES INFORMATION	Grantor	NI. 24		Annual masses of the state of t	BUILDING PERMITS					To select the selection of the common selection of the se			Land Type LT Base U Factor Value				 Parcel LUC: 101 ONE FAM	claimer. This information is believed to be correct but is subject to change and is not warr
k Lot		<u></u>						Own Occ: Y								Г	g Built about 1930, and ASPHALT Roof 1, 0 3/4 Baths, 5	Com, Int				m Code Descrip		ubt	00	ffic	(VI	Unit Type	SQUARE FESITE	· ·	The second state of the se	 Total SF/SM: 16956.17	elleved to be correct t
p Błock	ATION	Alf No Direction/Street/Cit	0	ner 1: STANLEY C FABIANSKI JR	ווחברו והטואואטאו	JAK ST	eet 2: /City: TYNGSBOROUGH	Cntry	79	JWNER SANGE OT SELL TY	REF THADIANON STANLET -	JAK ST	VCity: TYNGSBOROUGH	Critry	DECODIDATION	Parcel contains 389 ACRES of land mainly classified as	Factor Collegies and Styles of ratio fracing baseined as: FAM with a(n) OLD STYLE Building Built about 1930, and Primarily WOOD SHING Exterior and ASPHALT Roof sty with 1 Units, 1 Baths, 1 HaffBaths, 0 3/4 Baths, 5	IER ASSESSMENTS de Descrip/No Amount		response to the state of the st		Code Descip % Nem R1 R1 R1 R1 R1 R1 R1 R		Exmpt		Street	ND SECTION (First 7 lines only)	tion LUC No of Units Pri				 0.38926 Tota	This information is be
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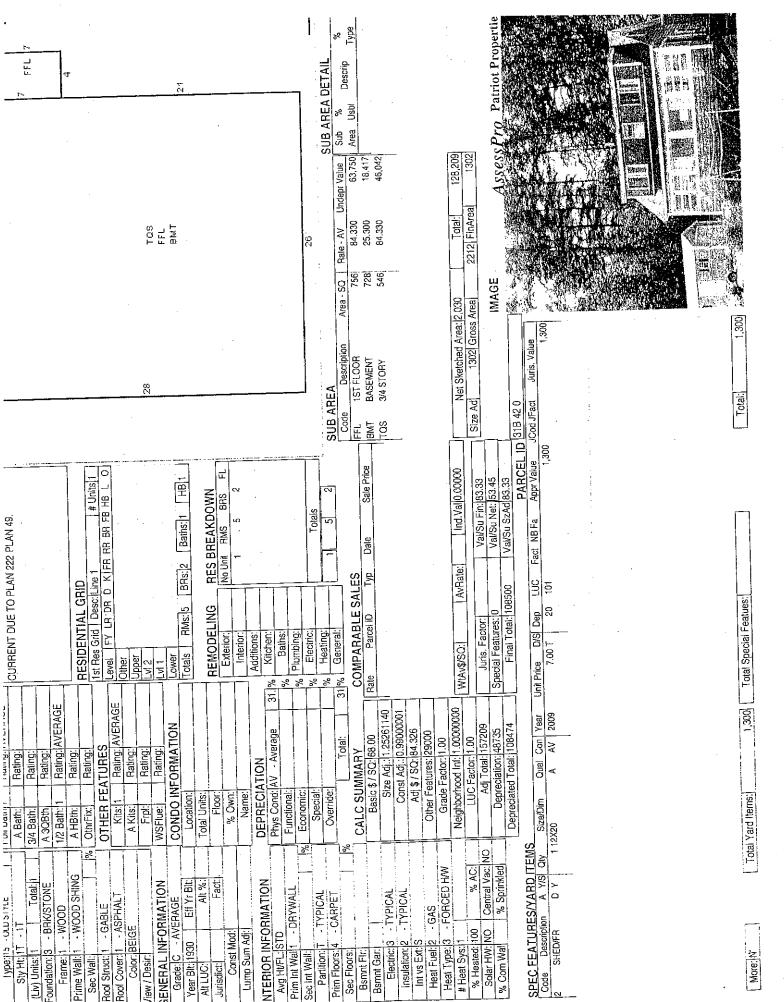
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Map



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More: N.

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Bk: 24415 Pg: 81 Page: 1 of 2 Recorded: 10/27/2010 10:48 AM

MASSACHUSETTS QUITCLAIM DEED

l, Stanley C. Fabianski, Jr., of 19 Elm Street, Tyngsboro, Middlesex County, Massachusetts, for consideration paid, and in full consideration of

Less than One Hundred Dollars

grant to Stanley C. Fabianski, Jr. and Claire P. Fabianski, husband and wife as tenants by the entirety, of Tyngsboro, Middlesex County, Massachusetts,

with quitclaim covenants,

All right, title and interest in land in Tyngsboro in said County of Middlesex, with the buildings thereon, situated on the North Side of Oak Street, and the Easterly side of Maple Street in said Tyngsboro, and being Lots #64, 65, 72 and 73 on plan of land entitled, "Division of Land on the Shore of Long Pond in the Town of Tyngsboro, Mass., a part of the Cummings Est., Scale 40 ft. = 1 inch, Wm. E. Lancaster, Salem, N.H.," which plan is recorded in Middlesex North District Registry of Deeds, Book of Plans 56, Plan 55, to which plan and the record thereof, reference may be had for a more particular description of the granted premises.

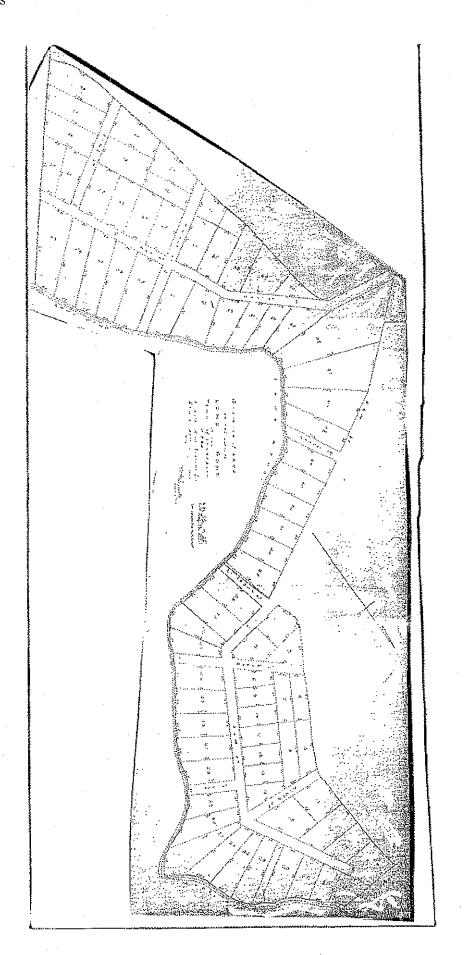
The above premises are conveyed subject to restrictions of record.

Being all and the same premises conveyed to Stanley Fabianski and Alice Fabianski by deed of Efstathios Gazos dated October 30, 1947 and recorded with Middlesex North District Registry of Deeds, Book 1081, Page 9, Stanley C. Fabianski, Sr. died on March 8, 2008 and Alice Fabianski died on February 5, 1989. See also Estate of Stanley C. Fabianski, Sr., Middlesex Probate Docket No. 08P2440EF.

Witness my hand and seal this 25 tay of October 2010

Stariley CyFabianski, Jr.

W





Town of Tyngsborough

Planning Board
25 Bryants Lane

Tyngsborough, Massachusetts 01879-1003 Office: (978) 649-2300, ext. 115

Fax: (978) 649-2301

TYRECLARGORN MA.

REQUEST FOR COMMENT

Applicant: Michael Ivos - Spartan Rea	1Zy
Project Address: 77 Middlesex Rd. Map 27 Parcel 3 Lot	· · · · · · · · · · · · · · · · · · ·
Type of Application: Special Permit	
Department:	
The Planning Board has received the above department's review of the application and any confor additional comments if necessary.	e application. The Board requests your mments. Please attach a separate sheet
Please return by: 1/17/2011	
If your Department/Board must take action indicate the action below.	n prior to issuance of this permit, please
Comments:	
· · · · · · · · · · · · · · · · · · ·	
Prepared by:Signature:	(print) Date:
Department Head: Signature:	(print) Date:
Cc: Assessors Building Insp. Conservation Fire Dept. Sewer Dept. Tax Collector Selectmen	Police Dept.

FORM 1



RECEIVED

Town of Tyngsborowan EC 17 AM 10: 07

PLANNING BOARD

TOWN CLERK

25 Bryants Lane,

TYNGSBOROUGH, MA

Tyngsborough, Massachusetts 01879-1003

Planning Office: (978) 649-2300, Ext. 115

Fax: (978) 649-2301

APPLICATION FOR SPECIAL PERMIT

NOTICE TO APPLICANT:

File one completed form with the Planning Board and an exact copy with the Town Clerk. Ten (10) copies of the plan for which a Special Permit is applied for shall be included with ten (10) copies of this application Please ensure that all information required pursuant to the Town of Tyngsborough Zoning By-Laws has been included with this application. Lack of such required information filed with the application shall be considered an incomplete/invalid application.

TO THE PLANNING BOARD, TOWN OF TYNGSBOROUGH:

1. The undersigned, being the owner of land included on the attached plan entitled
77 middleSex Rd, and dated, submits this plan and
application for a Special Permit according to the requirements of Section of the
approaction for a property 1 of the according to the 1-4
Tyngsborough Zoning By-Laws.
2. The owner's title to the land is derived under deed from dated
2. The owner's title to the land is derived under deed from
OR under Certificate of Title No. 38588 registered in Middlesex Land
Registry District Book 199, Page 377
3. This application is filed in accordance with the Zoning By-Laws and the Rules and Regulations
of the Planning Board regarding Special Permits.
of the Haining Board regarding special resimes.
4. This application is accompanied by the Certified List of Parties in Interest (Form 2), the
Design or 's Cortificate Corm 2) and the application fee
Designer's Certificate (Form 3), and the application fee. Sandra + Michael I Applicant 13 Grotin Rd. N. Chelmsfind MA 01863- 978-455 2944
James fr 7 Johnson
Applicant Applicant
13 Oratin Rd. N. Chelinstina MA 01003 118-733 2177
Address, Phone
NOTE: This application is not deemed to have been submitted until the following endorsement has been
completed by the Tyngsborough Planning Board and the Town Clerk.
Accepted this 16 day of 12cm Acc., 2010 as duly submitted under the Rules and
Regulations for Special Permit Applications of the Tyngsborough Planning Board.
By: Wante Shedre (Town Clerk)
Ry Ware / Sedre ? (Town Clerk)

(Planning Board)

FORM 2



Town of Tyngsborough PLANNING BOARD

25 Bryants Lane,

Tyngsborough, Massachusetts 01879-1003

Planning Office: (978) 649-2300, Ext. 115

Town of Tyngsborough

Fax: (978) 649-2301

SPECIAL PERMIT CERTIFIED LIST OF PARTIES IN INTEREST

TO THE PLANNING BOARD OF THE TOWN OF TYNGSBOROUGH:

Assessor's Map No. 27 as Lot No. 33 submits the attached list of parties in interest, including abutters to the subject property, owners of land within 300 feet of a boundary or part thereof, of the subject property, and owners of land directly opposite on any public or private street from the subject property. All parties of interest are listed as they appear in the most recent applicable tax list of Tyngsborough and abutting town, if any party of interest is located in
another town. Sandra & Michael Ives
Applicant 13 Gratin Rd. N. Chelms Find MA 61863 9184557 Address, Phone
Accepted by the Tyngsborough Planning Board December 16-1 , 2010
TO THE PLANNING BOARD OF THE TOWN OF TYNGSBOROUGH:
This is to certify that at the time of the last taxation made by the Town of Tyngsborough, the names and addresses of the parties in interest to the subject property were as listed on the attached page(s).
Board of Assessors

COVER SHEET

ABUTTERS LIST AS PER CH 40A, SEC 11 "PARTIES OF INTEREST"

TOWN BOARD: PLANNING BOARD

LOCATION: 81-87 MIDDLESEX RD MAP 27-3-0

OWNER: 87 MIDDLESEX RD REALTY TRUST

REQUESTED BY: MICHAEL IVOS

PREPARED BY: Jennifer Wilson, Assessors Assistant (1)

DATE: October 29, 2010

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ParcellD	Location	Owner	-	Mailing Address	City Stal	State Zip
27 2 2	27.2.2 MIDDLESEX RD VILLAGE AT MERRIMAC LANDING LLC, THE	VILLAGE AT MERRIMAC LANDING LLC, THE		1 BRIDGEVIEW CR UNIT 16 TYNGSBOROUGH MA 01879	TYNGSBOROUGH MA	01879
27 2 3	MIDDLESEX RD	VILLAGE AT MERRIMAC LANDING LLC, THE	LLC, THE	1 BRIDGEVIEW CR UNIT 16 TYNGSBOROUGH MA	TYNGSBOROUGH MA	01879
27 3 0	81 87 MIDDLESEX RD	87 MIDDLESEX RD REALTY TRUST FORCIER SANDRA C TRUST P O BOX 24	FORCIER SANDRA C TRUST	P O BOX 24	N CHELMSFORD MA	01863
27 4 0	65 MIDDLESEX RD	GFI TYNGSBORO LLC		133 PEARL ST, SUITE 400	BOSTON MA	02210
27 5A 0	MIDDLESEX RD	TOWN OF TYNGSBOROUGH	DRAKE CEMETERY	25 BRYANTS LN	TYNGSBOROUGH MA	01879
2760	84 MIDDLESEX RD	MIDDLESEX RD RLTY TRUST 84-8(RYAN MARK V TRUSTEE	BYAN MARK V TRUSTEE	84 MIDDLESEX RD	TYNGSBOROUGH MA	01879
27 6A 0	86 MIDDLESEX RD	MIDDLESEX RD RLTY TRUST 84-8(MARK V RYAN TRUSTEE	MARK V RYAN TRUSTEE	84 MIDDLESEX RD.	TYNGSBOROUGH MA	01879
28 104 0	59 MIDDLESEX RD	TOBIN FRANCIS P	MARLA	3 SPRUCE ST	PELHAM NH	03076

End of Report

FORM 3



Town of Tyngsborough PLANNING BOARD

25 Bryants Lane,

Tyngsborough, Massachusetts 01879-1003

Planning Office: (978) 649-2300, Ext. 115

Fax: (978) 649-2301

DESIGNER'S CERTIFICATE

, Massachusetts
, 20
TO THE TYNGSBOROUGH PLANNING BOARD:
I hereby certify that the accompanying plan, entitled Certified Plat Plan and dated 12 113, 2010, is true
and correct to the accuracy required by the Rules and Regulations of the Board regarding Speci Permits and the Town of Tyngsborough Zoning By-Laws.
Registered Professional Engineer
Registered Professional Engineer
MASS. REGISTRATION NO. 2896/
Patrick Flaherty
Patrick Flaherty Registered Land Surveyor
MASS. REGISTRATION NO. 28961
48 chelmsford St. Chelmsford MA
Address
Note: This Certificate is not deemed to have been submitted until the following endorsement has been completed by the Tyngsborough Planning Board or an authorized agent thereof:
Received and accepted this 16 day of December, 200 as duly submitted under the Rules and Regulations of the Tyngsborough Planning Board regarding Special Permits.
TYNGSBOROUGH PLANNING BOARD
By

FORM 5



Date:

Town of Tyngsborough

PLANNING BOARD

25 Bryants Lane,

Tyngsborough, Massachusetts 01879-1003

Planning Office: (978) 649-2300, Ext. 115

12/14/10

Fax: (978) 649-2301

CONSULTANT RELEASE FORM

Project Name: Site Plan Review
Project Location: 77 Meddlesex Road
Applicant: Michael Ins
I,
I further agree to attach a BANK CHECK or MONEY ORDER made out to the Town of Tyngsborough Planning Board for \$2000.00 or such amount as determined appropriate by the Planning Board, to this form for the purpose of payment for the consultant review. If wher completed, the consultant review costs are less than \$2000.00, I understand that I will be reimbursed for the balance of the \$2000.00. If the consultant review costs exceed \$2000.00, I understand that I will be billed for the balance of the review costs.
Amount: \$2000 -
Applicant's Signature: Mrchae
Applicant's Company:
Applicant's Address: 13 Gooten Rd. N. ChelmsFord MA 0,863
Applicant's Telephone Number: 978-866-9719
Property Owner's Name: Sander + Michael Fros

Town of Tyngsboro

Date: October 25, 2010

RE: 77 Middlesex Road, Tyngsboro MA

I, Michael Ivos, on behalf of Spartan Realty & Mgmt. Inc and 87 Middlesex Road Realty Trust, am proposing to use existing building and floor plan as shown in attached plans. Approximately 60 sq. ft. to be utilized by Belley Limousine (Don Belley) as simple office space for Bellay Limousine. The existing space to be used by Spartan Realty & Mgmt. Inc (SRMI) as shop space for tools and equipment and office space for the daily operations (phones, paperwork and filing) of SRMI.

Thank you,

Sincerely

Michael Ivos,

President Spartan Realty & Mgmt. Inc

978-866-8779

CERTIFIED PLOT PLAN

CITY/TOWN: TYNGSBOROR MA

DATE: DECEMBER 13, 2010

ADDRESS:

77 MI DDLESEX ROAD

SCALE: 1"=40'

DEED BOOK:

195

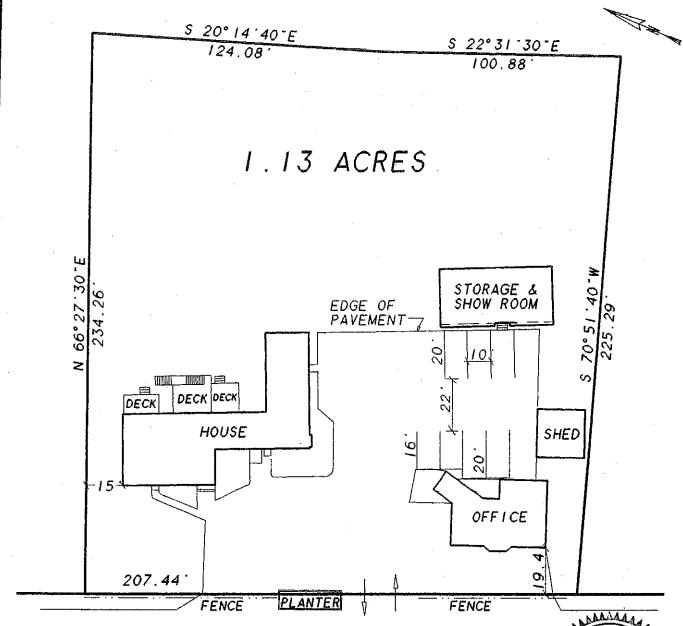
PACE: 377

PLAN BOOK: 11

PLAN: 347

LOT NO.: 27 3 0

AREA: 1.13 ACRES



MIDDLESEX ROAL

P. M. FLAHERTY ASSOCIATES INC. LAND SURVEYORS/CIVIL ENCINEERS 48 CHELNSFORD STREET, CHELNSFORD, NA 01824 978/250-1400 PRONE/FAX





Therese Gay <tgay@tyngsboroughma.gov>

Information for Monday

Robert Jackson <rjackson@tyngsboroughma.gov>

Sun, Dec 5, 2010 at 5:07 PM

To: Michael Gilleberto <mgilleberto@tyngsboroughma.gov>, Therese Gay <tgay@tyngsboroughma.gov>

Michael.

Under the Selectmen Reports section of our BOS book, I have requested and is published "Insurance Committee" and the" Discussion on providing the public with information on contract negotiations". What I did not see in the BOS book was information provided by me and other information I requested to be included contained within our book. The following is in part what I expected to see and did not.

Topic one:

Bring to discussion and vote on providing the public with information on contract negotiations. I would like to propose that contract ground rules include language that allows for the disclosure of information discussed during the negotiating process. Information can be publicly disclosed by either party and would be presented in a way consistent with that described by Darren Klein (please include email questions and response by Bob and Darren). In short, a listing of each sides proposals and responses. I would propose that this list of proposals/requests and responses be presented to the public at the next open meeting of the BOS following a negotiating session, if not at a sooner date.

Topic Two:

The SFPC has proposed the forming of an Insurance Committee. I am requesting we vote on the following mission statement at our next meeting. Please include Darren's comments; and Charles if he has made any.

Mission Statement for Tyngsborough Insurance Committee (TIC)

The Tyngsborough Insurance Committee consists of five (5) members, made up of one (1) Board of Selectmen, one (1) Finance Committee, (1) School Committee, and up to two (2) Residents of Tyngsborough. The Board of Selectmen will appoint a Board of Selectmen member to represent the Board of Selectmen and will appoint the Resident(s) of Tyngsborough. The Finance Committee and School Committee are responsible for appointing a member from their respective Boards.

The Tyngsborough Insurance Committee is responsible for reviewing all matters of insurance in the Town of Tyngsborough and making recommendations and a written report to the Board of Selectmen to types of coverage, adequacy, alternatives, etc. The scope of Town of Tyngsborough insurance to be reviewed and recommendations made to the BOS would include, but is not limited to: Health Insurance, Liability Insurance (Vehicle, Building), Long and Short Term Disability Insurance, Life Insurance, General Insurance, etc.

Robert Jackson Tyngsborough Board of Selectmen Town Hall: 978-649-2300 Mobile: 978-697-9315

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Therese Gay <tgay@tyngsboroughma.gov>

Re: Insisting on Public Negotiations and Releasing Information to Public

Jackson, Robert <Robert.Jackson@genzyme.com>
To: tgay@tyngsboroughma.gov

Mon, Nov 1, 2010 at 9:18 AM

I have 2 pages in my book. As stated below, Darren's response is missing. Please look at the information, email, I gave you that was time stamped.

Thanks,

Bob

From: Therese Gay <<u>tgay@tyngsboroughma.gov</u>>
To: Robert Jackson <<u>rjackson@tyngsboroughma.gov</u>>

Sent: Mon Nov 01 09:13:26 2010

Subject: Re: Insisting on Public Negotiations and Releasing Information to Public

Hi Bob,

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Terry

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Best.

Bob

From: Darren Klein < DKlein@k-plaw.com > Date: Fri, Oct 15, 2010 at 8:41 PM

Subject: RE: Insisting on Public Negotiations and Releasing Information to Public

To: Robert Jackson < riackson@tyngsboroughma.gov>

Cc: "Michael P. Gilleberto" < mgilleberto@tyngsboroughma.gov>

Bob,

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Insistence on Bargaining in Public

In my opinion, the traditional rule that insisting on bargaining in public is a violation of § 10(a)(5) remains good law. I reviewed the primary cases on this topic, Town of Marion, 2 MLC 1256 (1975), and the Appeals Court decision upholding the DLR in that case, Board of Selectmen of Marion v. Labor Relations Commission, 7 Mass. App. Ct. 360 (1979), as well as a handful of other decisions including City of Attleboro, 3 MLC 1408 (1977), Ghiglione v. School Committee of Southbridge, 376 Mass. 70 (1978), and Falmouth School Committee, 12 MLC 1383 (1985). All of these cases provided that it was an unfair labor practice for either party to insist that negotiations be held in public. The most recent Division of Labor Relations ("DLR") case was North Middlesex Regional School District Teachers' Association, 28 MLC 160 (2001), which



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Kopelman and Paige, P.C. 101 Arch Street 12th Floor Boston, MA 02110 Phone: 617 556-0007 Fax: 617 654-1735

E-mail: dklein@k-plaw.com

Cell: 617 257-9576

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From: Robert Jackson [mailto:rjackson@tyngsboroughma.gov]

Sent: Wednesday, October 06, 2010 1:45 PM

To: Darren Klein

Subject: Public contract negotiations

Greetings Darren,

Can we set a time to discuss what would be involved in changing the way Tyngsboro conducts contract negotiations? I'd like to move to a more transparent system where information is shared with the public much faster. I think I would need about 15 - 20 minutes of your time. I know certain states, such as Florida, have very progressive laws in this area and that Massachusetts has adopted portions of these laws. It is my understanding that if both sides are agreeable, negotiations can be done in public. What if one side is not agreeable? Can the negotiations portion be private, with the information in that (private) session being made public afterwards?

I see negotiations in Tyngsboro as a two step process, the first where Union and Management talk and share ideas, the second where the BOS is updated (always in executive session). If the Union didn't want to negotiate in public, can the BOS deliberate in public on what was spoken about in private?

I'd also like to understand your thoughts on public negotiations, positive and negative.

I would like to see Tyngsboro adopt a public negotiating process, or as close as the law will allow.

Best,

Bob

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cited the DLR and Appeals Court decisions in <u>Marion</u>. Although not decided specifically on the grounds set forth in the <u>Marion</u> decision, that decision cites favorably to the <u>Marion</u> and <u>Falmouth</u> language that "the presence of third parties necessarily inhibits [] compromises and reduces the flexibility management and unions have to reach agreement." As we discussed, the above cases do <u>not</u> prevent the parties from mutually agreeing to negotiate in public.

Providing Information to the Public

In my opinion, absent an agreement or ground rule that prevents either party from speaking to the press or from releasing information to the public, either party may make reasonable disclosures about negotiations to the public or the media. In <u>Town of Stoneham</u>, 3 MLC 1355 (1977), the Union contacted the Town and informed them it wished to commence bargaining. The Town responded that its typical procedure was to make initial proposals of the parties available in the press in order to allow Town's people to comment on the Union's and City's positions. Evidence indicates that the Town did not inform the press or individuals of what took place in negotiations, but merely published the proposals and accepted comment without explaining further. The Union would not agree to forward any proposals so long as the Town indicated it wished to publish them.

The Union filed a Unfair Labor Practice Charge alleging that the Town violated § 10(a)(5) by "refusing, to the point of bargaining impasse, to compromise its stated intention to publicize in the local newspaper, the entire initial proposal package as submitted by [the Union]." <u>Id.</u> at 1356. After considering three (3) decisions on the subject, the DLR stated that:

"A party may impart information to the press so long as his conduct does not frustrate collective bargaining. Put another way, a party has the privilege of access to the press, and another party has no right to prevent the proper exercise of that privilege...An employer may release information to the press, and the mere exercise of that privilege, without more, does not violate the duty to bargain in good faith. Such release can, however, trigger a violation in one of three ways...First, the act of access may be a violation if the privilege has been forgone. The privilege may be forgone either voluntarily, for instance by agreement to a ground rule specifying a media blackout, or the privilege may be overridden by statute...Second, statements to the press may contribute to a finding of bad faith if their character indicates a state of mind incompatible with the duty to bargain...Third, the timing or quantity of statements may be so inopportune as to constitute an abuse of the privilege."

The DLR went on to opine that "[t]he practical effect of this is very simple. Parties to collective bargaining have certain rights and privileges which they do <u>not</u> lose immediately upon the commencement of contract negotiations. One such privilege is that of access to the press. Unless circumscribed in the fashion described above, the parties are free to continue as before."

The <u>Town of Stoneham</u> decision has <u>not</u> been overturned. Accordingly, it is my opinion that unless the parties have agreed to a ground rule that prevents them from speaking or releasing information to the media, either party may make reasonable disclosures to the media provided: (1) they are <u>not</u> aimed at frustrating the bargaining process; (2) the statements do <u>not</u> indicate an unwillingness to bargain in good faith; or (3) the statements are <u>not</u> of such a nature or frequency as to potentially become an abuse of privilege. It should be noted that in the Town's current negotiations there is <u>not</u> any ground rule limiting either party's ability to release information to the public or the media.

Please contact me if you have any further questions. Thank you.

Very truly yours,

Darren R. Klein, Esq.

Town of Tyngsborough OFF-THE RECORD PACKAGE Proposal - Submitted November 8, 2010 (SEIU Negotiations)

Restore Hours to Levels Detailed in Attachment As 4 December 1, 200

0% Wage Increase (wages at the contractual rate of June 30, 2010, plus steps for clerical)

Remove Town Accountant and Town Treasurer from Union

Transfer Police Department and Council on Aging custodians to Highway Union

1 Year Contract Extension with no other changes

All pending grievances withdrawn.

APP CONTRICATION TO FAL BOME OF HEAVING
RE-OPEN FOR ANY BASE WATER WORKING

ARTICLE 10: BEREAVEMENT LEAVE

- 10.01 All unit members shall be granted bereavement leave.
- 10.02 Such leave shall not be charged as sick, vacation or personal time.
- 10.03 The employee shall be granted four (4) five (5) business days without loss of pay or benefits for the loss of: mother, father, spouse or child of the employee or the employee's significant other.
- 10.04 The employee shall be granted three (3) five (5) business days without loss of pay or benefits for the loss of: grandparent, grandchild, brother, sister, mother/father in law, of the employee or the employee's spense significant other and any other relative residing with the employee and the death of any person for whom the employee is responsible for making funeral arrangements.
- 10.05 The employee shall be granted one (1) business day without loss of pay or benefits for the loss of: brother/sister—in—law, aunt, uncle, niece, nephew, cousin, and all other relatives of the employee or of the employee's speuse significant other.
- 10.06 There shall be no distinction of foster, step of half-relatives in the granting leave under this section.

ARTICLE 9: SICK LEAVE

Except as otherwise provided by any special or general laws, each employee who sustains injury or illness arising out of his employment in the Town service, shall be entitled to receive his full pay for the period of his incapacity up to eight (8) weeks, less those benefits payable by Workmen's Compensation Insurance or other insurance plans paid for in whole or part by the Town. If such period exceeds thirty (30) days, continued payment beyond such period shall be subject to approval by the Department Head, which may require periodic written testimony from a licensed physician supporting the claim of continued incapacity as a condition precedent to his approval. All permanent Town Employees shall not have sick leave deducted while absent because of an occupational injury.

All permanent Town Employees shall not accrue sick or vacation leave for the period of their incapacitation while on occupational sick leave,

- 9.01 Eligible Every Full-time and part-time employees subject to this Agreement shall accrue sick leave at a rate of 1 (one) day per month for each month of continuous employment be allowed sick leave with pay for a period of up to seventeen (17) business days during each fiscal year. Employees may accumulate up to a maximum of 120 215 days of unused sick leave. Fractional employees shall be allowed sick leave with pay for a period of ten (10) business days during each fiscal year. Fractional employees may accumulate up to a maximum of 100 days of unused sick leave.
- 9.06 Upon notification to the Town by the County Retirement Board that an employee has retired or upon death of an employee, the employee, or any person designated by the employee as his/her beneficiary in the event of his/her death, shall be compensated at 20% 50% rate of their daily wages at the time of retirement/death for all unused sick days up to a maximum of 120 unused sick days.

ADD: LATICH LANGUAGE (100% BUTBAGE)

CLERICAL UNION PROPOSAL NUMBER 3

September 2, 2010

Town Clerical - Article 13, new section 13.04

Annual Buy-Back: An employee may elect to receive a cash payment of accumulated personal leave credits, during any fiscal year. Payment will be made within the pay period following the date the request was made.

Payment will be at the employee's then current rate of pay.

ARTICLE 1: RECOGNITION

1.02 The Town Administrator will designate a space convenient for all Unit members where a bulletin board may be erected. The purpose of this board will be the posting of notices by the employees and/or the Union pertaining to recreational and social activities. Union elections, reports of the Union, or its committees, Union meetings, notices, legislative enactments, and judicial decisions affecting public employee labor relations. The Union shall not post any materials which are obscene, defamatory, or impair the operation of the Town. No notices shall be posted unless they have been signed by a duly authorized representative of the Board of Selectmen or its designee or the Union.

1.03 No Union business may be conducted during working hours unless approved in advance by the Board of Selectmen or its designee. No town facilities, supplies and/or equipment may be used for union business.

New Section:

The Union shall be allowed the use of facilities of the Employer for meetings, providing that written approval of the Town is secured subject to the following conditions:

- Such Employer facilities are available and their use for such meetings would not conflict with the Employer's business.
- Such approval shall be subject to such other reasonable conditions as may be imposed by the Employer.
- Such approval, if given, will be limited to members of the Union, full and part-time bargaining unit employees, Union staff members, and guest.
- Nothing in this provision shall be construed as a limitation of the rights of the Union, its chapters or committees to utilize the Employer's facilities that are otherwise available for public use.

New Section:

Staff representatives of the Union shall be allowed to visit work areas of employees during working hours and confer on conditions of employment to the extent that such visitations do not disrupt the work activities of the area being visited. Prior to entering the work area, the representative shall receive permission from the appropriate department head or his/her designee stating the reason(s) for such visitations. Permission shall not be unreasonably depied.

CLERICAL UNION PROPOSAL 6

September 20, 2010

New Article

MILITARY LEAVE

All employees who are called for State or Federal Military Training Forces shall be paid in accordance with M.G.I. Chapter 59, Section 17 and any Federal Laws governing military service leave.

CLERICAL UNION PROPOSAL 7

September 20, 2010

New Article

JURY DUTY

All employees of the bargaining unit who called to serve for jury duty shall receive the amount equal to the difference between his/her normal compensation and the amount received from the court for jury duty.

CLERICAL UNION PROPOSAL 8

September 20, 2010

New Article

INDEMNIFICATION

The Town shall indemnify and hold harmless each member of the bargaining unit from as required by M.G.L. 258 any claims, suits or judgments, including legal fees, in connection with the performance of his/her duties in their respective position. The Town will provide legal counsel in defense of any action in which the employee is a party by reason of the alleged performance or non-performance of his/her duties, except as may related to suspension or termination of employment with the Town, and to indemnify employees in all claims made against him or her in the performance of said duties, even if said claim is made following termination from employment.

ARTICLE 18: DURATION

18.01 This Agreement shall be effective July 1, 2007 2010 and continue in full force and effect for a three (3) year period, expiring on June 30, 2010 2013.

18.02 Either the Union or the Town may reopen this Agreement for the negotiation of a successor Agreement by giving written notice of its desire to modify or terminate this Agreement not later than January 1, 2010 2013. Such written notice shall contain a draft of any proposed amendments. If no notice is given, this Agreement shall be automatically extended from year to year without modification until such a notice is given not later than 60 days before its expiration date.

ARTICLE 21: MISCELLANEOUS

21.01 Both parties agree to waive with prejudice any alleged unfair labor practices that are alleged to have occurred up through the date of execution of the Agreement. Nothing in this paragraph shall be construed as an admission of any fact or any wrongdoing by either party.

21.04 The Town and Union will do the following: research, clarify, and make recommendations on job descriptions, job titles, and grades; provide flexibility in job descriptions to allow employees to work in other departments if needed.

New Section

It is mutually agreed that the prevention of accidents and injuries to Town employees will result in greater efficiency of operations of Town government. Toward this end, the Town shall make every reasonable effort to provide and maintain safe and healthy working conditions and the union shall fully cooperate by encouraging employees to perform their assigned tasks in a safe manner.

New Section

The Town shall not charge any employee for repair/replacement of any issued equipment that is lost or damaged while in use during normal performance of the employee's assigned duties.

ARTICLE 8: HOURS OF WORK, SCHEDULES AND DEFINITIONS

- 8.01 A full-time employee works at least no less than thirty-five (35) and up to forty (40) hours per work-week for fifty-two work weeks per fiscal year.
- 8.02 A part-time employee works at least <u>no less than</u> twenty (20) <u>and up to thirty four (34)</u> hours per work-week for no less than ten (10) consecutive months in any in any given fiscal year.
- 8.03 A fractional employee works less no less than one (1) and up to than twenty (20) nineteen (19) hours per week for no less than ten (10) consecutive months in any given fiscal year.
- 8.10 Fractional employees will be eligible for personal leave and bereavement leave and holiday pay under this Agreement to be calculated as set forth in the preceding two paragraphs, but shall not be eligible for vacation time. sick leave and/or holiday pay. Employees working less than 20 hours per week shall be permitted to adjust their usual hours of work during weeks containing a holiday to maintain the usual number of hours per week (i.e. an employee who works 2 hours per day, 5 days a week does not work on a Monday holiday. s/he may make up the lost 2 hours by working 4 hours one day, or an extra ½ hour Tuesday Friday, or another method agreed upon with the supervisor). The manner in which the adjustment occurs shall be at the supervisor's discretion. In addition, fractional employees will be eligible for sick leave at a reduced accrual rate as provided in Article 9.

New Section.

Department work schedules for groups of employees, meaning two (2) or more employees, shall continue in effect for the life of this Agreement unless there is reasonable cause for the Town to adjust such schedules.

New Section

Nothing in the Agreement shall prevent the Town and an employee or group of employees, with the prior notice to an approval of Parties, from mutually agreeing to flexible or alternative work schedules. Employees shall have the right to request a flexible or alternative schedule and to receive a timely response from the Town.

New Section

Departments shall be staffed at the minimum staffing levels set forth herein. In the event the Town must reduce any department's staffing level, the Town shall notify the Union and, upon written request received within 21 days of said notification, will meet with the Union once to confer relative to said alteration(s). Additional meetings may be scheduled thereafter if there is mutual agreement that such meetings are necessary.

Department	Minimum Staffing Level & (Hours)
Town Clerk	1 Part-Time (≥22.5)
Tax Collector	1 Full-Time (≥35) & 1 Fractional (≥14)
Accounting	1 Fractional (≥8)
Treasurer	1 Full-Time (≥35) & 1 Fractional (≥17)
Assessor	1 Full Time (>35)
Board of Health	1 Part Time (>22)
Building & ZBA	1 Full-Time (>35)
Conservation & Planning Board	
<u>Library</u>	4 Full-Time (>35) & 2 Part Time (>20) &
	2 Fractional (≥10)
Council on Aging	1 Full Time (≥35) & 2 Fractional (≥10)
Veterans	1 Fractional (>12.5)
Police Custodial	1 Part Time (≥26)
Highway	1 Part Time (≥26)
Sewer	1 Fractional (≥8)

New Article

Longevity

An annual longevity payment shall be received by an employee on July 1st of each year according to the following schedule:

- A. Clerical Union employees eligible for the longevity increment must have completed five (5) years of service in the Tyngsborough Clerical Union.
- B. <u>5 years</u> \$500 10 years \$1000 15 years \$1500 20 years \$2000
- B. It shall be the responsibility of the employees covered by this contract to submit (forms to be provided by Payroll) to the Town Administrator, not later than January 1, a request to be granted the longevity payment for the ensuing year. Once an employee has been deemed eligible, the increment will continue in force.

ARTICLE 15: TRANSFERS/ASSIGNMENTS

15.02 An employee assigned to temporarily replace another employee in a higher job classification, or is otherwise expected by his/her department supervisor or Board to complete the duties of a higher vacated position, for a period of more than ten (10) consecutive days shall receive the higher classification for all time consecutively worked after the tenth consecutive day.

ARTICLE 11: VACATIONS

11.01 Upon completion of six (6) months of continuous service, vacation time may be used by full time and/or part time employees at the rates set forth below. An employees' length of service is calculated on the basis of the anniversary date which will occur during the fiscal year in which the vacation is granted. Vacation accrual will be calculated on a pro-rata basis based on hours of work per week. The Town shall annually, during the month of July, notify all employees of the total amount of the employee's accrued vacation leave as of June 30th of the previous fiscal year.

Length of Service as of July 1	Vacation
Less than one year	5/6 days per-month
1 year but less than 5	10 work days per year
5 years but less than 10	15 work days per year
10 years but less than 20	20 work days per year
20 years and up	22 work days per year
6 months up to 5 years	3 weeks
5 years up to 15 years	4 weeks
15 or more years	5 weeks

11.04 For employees hired PRIOR to January 1, 2008: Any vacation which remains unused as of June 30th is lost if not used by the end of the fiscal year following the fiscal year in which it is granted. For employees hired ON or AFTER January 1, 2008: A maximum of ten (10) days of vacation which remains unused may be rolled over for one (1) year effective each June 30th. All other vacation which remains unused as of June 30th would be lost. An employee may carry forward any accumulated vacation that he/she previously accumulated prior to the execution date of this agreement. An employee may accumulate vacation time and carry over up to thirty (30) days of vacation time per year. In addition, the Town will buy back up to ten (10) days of vacation time at the employee's current rate of pay at the end of each fiscal year.

New Section

A minimum of five (5) vacation days must be taken each fiscal year for employees earning 3 weeks or 4 weeks of vacation. Employees earning 5 weeks of vacation must take a minimum of ten (10) days of vacation.

ARTICLE 12: HOLIDAYS

12.01 The following days, or days as such, shall be recognized as holidays by the Town of Tyngsborough on the day on which they are legally observed by the Commonwealth of Massachusetts, and on these days the employees shall be excused from duty. In addition, all employees will be eligible to one (1) floating holiday to be taken on any day of the employee's choosing.

New Year's Day
Martin Luther King Day
Presidents' Day
Patriots' Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Day after Christmas
(1) Floating Holiday

ARTICLE 19: WAGES

19.01 Employees shall be paid in accordance with the salary schedule(s) attached hereto as "Exhibit A." The salary schedules shall be adjusted to reflect the following: Base wage increases of 2.5% effective July 1, 2007, 3% effective July 1, 2008, and 3% effective July 1, 2009. Also, effective July 1, 2008, steps 1 3 shall cease to exist and the former step 4 shall become step 1 (current employees will remain at their old step even though it will be renumbered: i.e. employee at step 5 will now be at step 2, rather than at new step 5), and one additional step (step 10) will be added at 2.2% higher than the previous step. This will result in a 10 step pay scale. Employees shall advance to the 10th step after completion of their 10th year of consecutive service, excluding layoff periods, on his/her tenth year anniversary date of hire. Except for Step 10, employees will advance one step on each succeeding July 1st upon completion of one full year of additional service. Employees who are hired during the course of a fiscal year will advance one step on the next succeeding July 1st if they have been employed for more than ½ of the fiscal year. If such new hires have been employed for less than ½ of a fiscal year on the next succeeding July 1st, they will not receive a step increase until the second July 1st following their initial date of hire.

Effective upon the execution of this contract (2004), the Assessor's Assistant will be upgraded one pay grade and will be place at the lowest step that would provide for a salary increase. (i.e. Assuming position is currently a Grade 5, Step 9, on July 1, 2003, position becomes Grade 5, Step 10; on July 1, 2004, Grade 5, Step 11; and upon execution of the contract, position becomes Grade 6, Step 5).

Effective upon the execution date of this contract (2004), the Assistant Director (Library) of Children's Services will be upgraded one pay grade and will be placed at the lowest-step that would provide for a salary increase. (i.e. Assuming position is currently a Grade 6, Step 8, on July 1, 2003, position becomes Grade 6, Step 9; on July 1, 2004, Grade 6, Step 10, and upon execution of the contract, position becomes Grade 7, Step 8)

Effective July 1, 2005, the Health Administrator will be upgraded one pay grade and will be place at the second lowest step that would provide for a salary increase. (i.e. Assuming position is currently a Grade 7, Step 7, on July 1, 2003, position becomes Grade 7, Step 8; on July 1, 2004, Grade 7, Step 9; on July 1, 2005, position becomes Grade 7, Step 10 and is then upgraded to a Grade 8, Step 9).

19.02 The parties agree that, effective July 1, 2007, the current Secretary to the Town Clerk shall be reclassified to Assistant Town Clerk at Grade 6 and placed at the step closest to but higher than the employee's present hourly rate.

19.03 The parties agree that they will change to a bi weekly payroll concurrent with all other Town and School payrolls.

Effective July 1, 2010, each employee shall receive a 3.0% base salary increase.

Effective July 1, 2011, each employee shall receive a 3.0% base salary increase.

Effective July 1, 2012, each employee shall receive a 3.0% base salary increase.



ARTICLE IX BEREAVEMENT LEAVE

- A. Starting with the day of death, each member of the bargaining-unit shall be granted five (5) calendar days off without loss of pay in event of a death in his/her immediate family.
- B. Immediate family constitutes and includes the following: spouse, child, mother, father, mother in law, father in law, grandfather, grandmother, grandchild, sister, brother, brother in law, sister in law, or any relative residing within said employees household.
- C. Bereavement leave of one (1) day excluding days off shall be granted in the event of death of relative not included above to attend the funeral (example, aunt/uncle, nlece/nephew).
- D. Leave as provided by this section shall not be deducted from any vacation time to which the employees' may be entitled.
- A. All unit members shall be granted bereavement leave.
- B. Such leave shall not be charged as sick, vacation or personal time.
- C. The employee shall be granted five (5) business days without loss of pay or benefits for the loss of: mother, father, spouse or child of the employee or the employee's significant other.
- D. The employee shall be granted five (5) business days without loss of pay or benefits for the loss of: grandparent, grandchild, brother, sister, , of the employee or the employee's significant other and any other relative residing with the employee and the death of any person for whom the employee is responsible for making funeral arrangements.
- E. The employee shall be granted one (1) business day without loss of pay or benefits for the loss of: aunt, uncle, niece, nephew, cousin, and all other relatives of the employee or of the employee's significant other.
- F. There shall be no distinction of foster, step of half-relatives in the granting leave under this section.

HIGHWAY DEPARTMENT UNION PROPOSAL NUMBER 2 August 19, 2010

ARTICLE X

NON-OCCUPATIONAL SICK LEAVE

Section 2. Every permanent <u>full-time</u> and <u>part-time</u> employee subject to this agreement shall be allowed sick leave with pay for a period of up to seventeen (17) during each fiscal year, provided said leave is caused by sickness or injury, exposure to contagious disease, when an employee is required to undergo medical, optical, or dental treatment, or on account of serious illness or death of members on the employees' family. <u>Fractional employees shall be allowed sick leave with pay for a period of ten (10) business days during each fiscal year. Fractional employees may accumulate up to a maximum of 100 days of unused sick leave. Failure to notify Department Head/Town Administrator within two hours after starting time, except in extreme circumstances, will result in the employee being charged with leave without pay.</u>

Section 3. Permanent employees to be granted one hundred twenty (120) two hundred and fifteen (215) accumulated sick days leave at the rate set forth in section 2 above.

New employees must work the minimum of 640 working hours to be eligible.

A doctor's certificate may be required after three (3) days of sick leave.

Section 4. Upon retirement or death, an employee or beneficiary shall be paid accumulated sick leave at the rate determined. Such payment will be made in a lump sum.

In the event an employee is laid off, the Town shall buy back 100% of the accumulated sick days up to (120) days at the rate set forth in Section 2. , upon recall sick leave would be reinstated at the same level as the last day of employment. The Town's obligation to recall lapses after a period of one (1) year from an employee's last date of employment.

For employees hired prior to January 1, 2008: Upon notification to the Town by the County Retirement Board that an employee has retired, or upon the death of an employee, the employee, or any person designated by the employee as his/her beneficiary in the event of his/her death, shall be reimbursed for the unused accumulated sick leave up to a maximum of one hundred and twenty (120) days. For the first one hundred and twenty (120) days, each day of sick leave will be equivalent to the hourly rate times eight (8) hours of work at the time of retirement/death. In the event of death, said reimbursement will be made directly to the employees designated beneficiary, and will not be treated as part of his/her estate.

For employees hired on or after January 1, 2008: Upon notification to the Town by the County Retirement Board that an employee has retired, or upon the death of an employee,

the employee, or any person designated by the employee as his/her beneficiary in the event of his/her death, shall be reimbursed for the unused accumulated sick leave up to a maximum of one hundred and twenty (120) days. For the first one hundred and twenty (120) days, each day of sick leave will be equivalent to the hourly rate times four (4) hours of work at the time of retirement/death. In the event of death, said reimbursement will be made directly to the employees designated beneficiary, and will not be treated as part of his/her estate.

August 19, 2010

ARTICLE XI SALARIES

ADD

Employees holding a hoisting license shall be placed in the Job Classification of Equipment Operator.

HIGHWAY UNION PROPOSAL NUMBER 4

August 19, 2010

ARTICLE XVII REIMBURSEMENTS

ADD

Section 3. All full time employees will be issued a mobile telephone to be used for work only.

HIGHWAY UNION PROPOSAL NUMBER 5

September 2, 2010

New Article XXII -INCLEMENT WEATHER
Section 1
Release
If the temperature reaches 90 (ninety) degrees or higher at any work
location the Employer shall release all those bargaining unit employees in
the affected area with no loss of pay.



September 2, 2010

Article X, section 5, new subsection 5.1

Annual Buy-Back: An employee may elect to receive a cash payment of accumulated personal leave credits, during any fiscal year. Payment will be made within the pay period following the date the request was made. Payment will be at the employee's then current rate of pay.

ARTICLE I RECOGNITION AND UNION SECURITY

New Section:

The Union shall be allowed the use of facilities of the Employer for meetings, providing that written approval of the Town is secured subject to the following conditions:

- Such Employer facilities are available and their use for such meetings would not conflict with the Employer's business.
- Such approval shall be subject to such other reasonable conditions as may be imposed by the Employer.
- Such approval, if given, will be limited to members of the Union, full and part-time bargaining unit employees, Union staff members, and guest.
- Nothing in this provision shall be construed as a limitation of the rights of the Union, its chapters or committees to utilize the Employer's facilities that are otherwise available for public use.

New Section:

Staff representatives of the Union shall be allowed to visit work areas of employees during working hours and confer on conditions of employment to the extent that such visitations do not disrupt the work activities of the area being visited. Prior to entering the work area, the representative shall receive permission from the appropriate department head or his/her designee stating the reason(s) for such visitations, Permission shall not be unreasonably denied.

New Article

Minimum Staffing Requirements

Departments shall be staffed at the minimum staffing levels set forth herein. In the event the Town must reduce any department's staffing level, the Town shall notify the Union and, upon written request received within 21 days of said notification, will meet with the Union once to confer relative to said alteration(s). Additional meetings may be scheduled thereafter if there is mutual agreement that such meetings are necessary.

Position	Minimum Staffing Level & (Hours)				
Administrative Assistant	1 Full-Time (>40)				
Skilled Laborer	5 Full-Time (≥40)				
Working Foreman	2 Full-Time (>40)				
Equipment Operator	1 Full-Time (>40)				
Skilled Maintenance Craftsman	1 Full-Time (≥40)				
Sewer	1 Full-Time (≥40)				
Seasonal Personnel	2 On-Call (for major storms)				

ARTICLE VII OVERTIME

Section 5. In the event an employee in the bargaining unit is called back to work after a normal workday has been completed, he will receive a minimum of four (4) five (5) hours of pay at time and one-half. In the event he is called back to work on a weekend, he will also receive a minimum of four (4) five (5) hours pay at time and one-half.

<u>Section 6.</u> All work in excess of eight (8) hours in one day, and/or in excess of forty (40) hours in one week shall be considered overtime, and shall be compensated at time and one-half the employees' regular hourly rate.

All work in excess of sixteen (16) ten (10) hours in one day, including the regular work day, will be paid at the rate of double time. Effective September 1, 209710, all work in excess of twelve (12) ten (10) consecutive hours in one day, including the regular work day, will be paid at the rate of double time.

Article XI Salaries

Effective 7/1/10 The following wage schedule shall be in effect:

7	Classification	57. Step 1	7-27. Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
2	Skilled Maint Craftsman	\$21.89	\$22.37	\$22.86	\$23.37	\$23.88	\$24.41	\$24.94	\$25.49	\$26.05	\$26.63
4	Skilled Laborer	\$22.73	\$23.23	\$23.74	\$24.26	\$24.80	\$25.34	\$25.90	\$26.47	\$27.05	\$27.65
{	Equipment Operator	\$23.53	\$24.05	\$24.58	\$25.12	\$25.67	\$26.23	\$26.81	\$27.40	\$28.00	\$28.62
4 2	Working Foreman	\$26.14	\$26.72	\$27.30	\$27.90	\$28.52	\$29.14	\$29.79	\$30.44	\$31.11	\$31.80
	Administrative Asst.	\$26.14	\$26.72	\$27.30	\$27.90	\$28.52	\$29.14	\$29.79	\$30.44	\$31.11	\$31.80
<i>€</i> .	Senior Foreman	\$29.02	\$29.66	\$30.31	\$30.98	\$31.66	\$32.36	\$33.07	\$33.80	\$34.54	\$35.30

Employees who are hired during the course of a fiscal year will advance one step on the succeeding July 1st if they have been employed for more than ½ of the fiscal year. If such new hires have been employed for less than ½ of a fiscal year on the next succeeding July 1st, they will not receive a step increase until the second July 1st following their initial date of hire.

Effective 7/1/10, employees shall be placed at a step that is commensurate with their years of employment with the Town of Tyngsborough.

The salary schedule shall be adjusted as follows: Base wage increases of 3% effective July 1, 2011, and 3% effective July 1, 2012.

HIGHWAY DEPARTMENT UNION PROPOSAL 12

September 20, 2010

New Article

The Town will provide the Assistant Sewer Superintendent with standard uniforms for the performance of his duties, along with a laundry service for cleaning of the uniforms to allow for sanitary working conditions as recommended by the Center for Disease Control.

ARTICLE VIII VACATIONS

<u>Section 1.</u> Paid vacation leave shall be granted to permanent employees as follows:

30 consecutive weeks of employment	10 work days
- 5 years employment	15 work days
10 years employment	20 work days
20 years employment	25 work days

6 months up to 5 years	<u>3 weeks</u>
5 years up to 15 years	4 weeks
15 or more years	5 weeks

New Section

An employee may carry forward any accumulated vacation that he/she previously accumulated prior to the execution date of this agreement. An employee may accumulate vacation time and carry over up to thirty (30) days of vacation time per year. In addition, the Town will buy back up to ten (10) days of vacation time at the employee's current rate of pay at the end of each fiscal year.

New Section

A minimum of five (5) vacation days must be taken each fiscal year for employees earning 3 weeks or 4 weeks of vacation. Employees earning 5 weeks of vacation must take a minimum of ten (10) days of vacation.

ARTICLE XVI HOLIDAYS

Section 1. The following days shall be recognized as paid holidays for permanent Highway Department Employees. Anyone working on these days shall be paid for the holiday plus time and one-half except for Thanksgiving, Christmas and New Year's Day which shall be paid for the holiday plus double time. In addition, all employees will be eligible to one (1) floating holiday to be taken on any day of the employee's choosing.

- New Year's Day January 1
- King's Birthday (providing State holiday) Third (3rd) Monday in January.
- Washington's Birthday Third (3rd) Monday in February.
- Patriot's Day Third (3rd) Monday in April.
- Memorial Day Last Monday in May.
- Independence Day July 4
- Labor Day First (1st) Monday in September.
- Columbus Day Second (2nd) Monday in October.
- Veterans' Day November 11
- Thanksgiving Day Fourth (4th) Thursday in November.
- Christmas Day December 25
- Day after Christmas
- (1) Floating Holiday

Highway Proposal

New Language: All position shall have the designation 'interim' removed from their position and be permanent.

MID-MANAGERS UNION PROPOSAL NUMBER 1

August 19, 2010

Article 9: Bereavement Leave

- 9.1 All unit members shall be granted bereavement leave.
- 9.2 Such leave shall not be charged as sick, vacation or personal time.
- 9.3 The employee shall be granted four (4) five (5) business days without loss of pay or benefits for the loss of: mother, father, spouse or child of the employee or the employee's significant other.
- 9.4 The employee shall be granted three (3) five (5) business days without loss of pay or benefits for the loss of: grandparent, grandchild, brother, sister, mother/father in law, of the employee or the employee's spouse significant other and any other relative residing with the employee and the death of any person for whom the employee is responsible for making funeral arrangements.
- 9.5 The employee shall be granted one (1) business day without loss of pay or benefits for the loss of: brother/sister—in—law, aunt, uncle, niece, nephew, cousin, and all other relatives of the employee or of the employee's speuse significant other.
- 9.6 There shall be no distinction of foster, step of half-relatives in the granting leave under this section.

Article 16: Sick Leave

16.1 Except as otherwise provided by any special or general laws, each employee who sustains injury or illness arising out of his employment in the Town service, shall be entitled to receive his full pay for the period of his incapacity up to eight (8) weeks, less those benefits payable by Workmen's Compensation Insurance or other insurance plans paid for in whole or part by the Town. If such period exceeds thirty (30) days, continued payment beyond such period shall be subject to approval by the Department Head, which may require periodic written testimony from a licensed physician supporting the claim of continued incapacity as a condition precedent to his approval. All permanent Town Employees shall not have sick leave deducted while absent because of an occupational injury.

All permanent Town Employees shall not accrue sick or vacation leave for the period of their incapacitation while on occupational sick leave.

- Every full-time and part-time E employees of the unit subject to this Agreement shall accrue one and one-quarter (1-1/4) days per month as a sick leave benefit, not to exceed fifteen (15) days per year. be allowed sick leave with pay for a period of up to seventeen (17) business days during each fiscal year. A day shall be calculated based upon the employee's average number of hours worked per week divided by the number of days worked per week. Employees may accumulate sick days up to 150 215 sick days for the purposes of sick leave buyback upon retirement/death of unused sick leave. For the purposes of usage, there shall be no limitation on sick leave accrual. Fractional employees shall be allowed sick leave with pay for a period of ten (10) business days during each fiscal year. Fractional employees may accumulate up to a maximum of 100 days of unused sick leave.
- 16.2 All new employees shall accrue, but not be eligible to draw upon sick days during their probationary period. (First 120 days of employment)
- 16.3 Upon notification to the Town by the County Retirement Board that an employee has retired or upon death of an employee, the employee, or any person designated by the employee as his/her beneficiary in the event of his/her death, shall be compensated for unused accumulated sick at a 20% 50% rate of their salary.

In the event an employee is laid off, the Town shall buy back 100% of the accumulated sick days at the employee's rate of pay at the time of lay-off.

MID MANAGERS UNION PROPOSAL NUMBER 3

September 2, 2010

Article 7, new section 7.5

Annual Buy-Back: An employee may elect to receive a cash payment of accumulated personal leave credits, during any fiscal year. Payment will be made within the pay period following the date the request was made. Payment will be at the employee's then current rate of pay.

MID MANAGERS UNION PROPOSAL 5

Article 1: Recognition

1.2 The Town recognizes the Union for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the unit described below:

Assistant Assessor, Town Treasurer, Director of Veteran's Services, Director of the Council on Aging, Director of Planning and Community Development, Sewer Superintendent, Sewer Administrator and Building Commissioner; Highway Superintendent, Director Board of Health, Health Agent, Town Engineer; Town Accountant, Conservation Director, Recreation and Parks Director, Human Resources Generalist

New Section:

The Union shall be allowed the use of facilities of the Employer for meetings, providing that written approval of the Town is secured subject to the following conditions:

- Such Employer facilities are available and their use for such meetings would not conflict with the Employer's business.
- Such approval shall be subject to such other reasonable conditions as may be imposed by the Employer.
- Such approval, if given, will be limited to members of the Union, full and part-time bargaining unit employees, Union staff members, and guest.
- Nothing in this provision shall be construed as a limitation of the rights of the Union, its chapters or committees to utilize the Employer's facilities that are otherwise available for public use.

New Section:

Staff representatives of the Union shall be allowed to visit work areas of employees during working hours and confer on conditions of employment to the extent that such visitations do not disrupt the work activities of the area being visited. Prior to entering the work area, the representative shall receive permission from the appropriate department head or his/her designee stating the reason(s) for such visitations. Permission shall not be unreasonably denied.

New Article

Minimum Staffing Requirements

Departments shall be staffed at the minimum staffing levels set forth herein. In the event the Town must reduce any department's staffing level, the Town shall notify the Union and, upon written request received within 21 days of said notification, will meet with the Union once to confer relative to said alteration(s). Additional meetings may be scheduled thereafter if there is mutual agreement that such meetings are necessary.

<u>Department</u>	Minimum Staffing Level & (Hours)
Assessor	1 Full-Time (≥40)
Accounting	1 Full-Time (>40)
Treasurer	1 Full-Time (≥35)
Board of Health	1 Part-Time (>30)
<u>Building</u>	1 Full-Time(>40)
Conservation	1 Part-Time (≥25)
Council on Aging	1 Full Time (>40)
Recreation & Parks	1 Part-Time (>30)
Veterans	1 Full-Time (≥40)
Sewer	1 Full-Time (≥40) & 1 Part-Time(≥30)
Human Resources	1 Part-Time (≥20)

New Article

Longevity

An annual longevity step will be added to a Mid-Managers salary according to the following schedule:

- A. Mid-Managers eligible for the longevity increment must have completed five (5) years of service in the Tyngsborough Min-Management Union.
- B. 5 years \$500 in addition to salary 10-14 years \$1000 in addition to salary
- C. It shall be the responsibility of the employees covered by this contract to submit (forms to be provided by Payroll) to the Town Administrator, not later than January 1, a request to be granted the longevity payment for the ensuing year. Once an employee has been deemed eligible, the increment will continue in force.

September 20, 2010

Article 10: Certification, Licenses, Professional Affiliations and Professional Development

10.4

Position

Association or Agency

Certification

Requirements.

Building

Commissioner

MA Building Inspectors and Commissioners Assn.

Building Commissioner

International Code Council

per Council

Health Agent

NEHA (Registered Sanitarian)

Article 15: Family Medical Leave Act (FMLA)

New Sections

- All full, part-time, and fractional employees who have been employed by the Town of Tyngsborough for at least twelve months, not necessarily consecutively, and have worked a minimum of 1,250.00 hours during the immediately preceding twelve months are eligible for a leave of absence under this policy.
- In accordance with the Family and Medical Leave Act of 1993 (FMLA), the Town of Tyngsborough will grant eligible employees up to twelve weeks of leave during any twelve-month period for any of the following reasons: (1) to care for the employee's child within one year of birth, adoption, or the initiation of foster care; (2) to care for a child, spouse, or parent with a serious health condition; or (3) because the employee's own serious health condition makes the employee unable to perform his or her job. Upon the completion of FMLA leave, an employee generally will be reinstated to the position that the employee held when the leave commenced, or to an equivalent position with equivalent pay, benefits and other terms and conditions of employment. FMLA leave will be without pay except when an eligible employee uses accrued sick, vacation, or personal time to qualify for compensation during leave. Employees may elect or the Board of Selectmen or its designee may require that employee's substitute accrued paid benefits for an equivalent amount of unpaid FMLA leave.

15.4 Scheduling Of Leave

- a. Eligible employees may take a maximum twelve weeks of leave during any twelve month period. In all cases, the twelve-month period shall be measured from July 1 to June 30.
- b. Family leave, i.e., leave for childbirth, adoption, or foster care must be taken and completed within one year of the birth, adoption, or the initiation of foster care. Such leave ordinarily must be taken all at once unless the Town Administrator agrees to an alternative leave arrangement that satisfies the operational needs of the Town of Tyngsborough.
- c. Medical Leave, i.e., leave for the serious health condition of an employee or the employee's relative, may be taken whenever medically necessary. Depending on the circumstances, medical leave may be taken all at once, intermittently, or on a reduced leave basis. However, if the employee's need for intermittent leave or leave on a reduced basis is foresecable based on planned medical treatment, the employee must make a reasonable effort to

schedule the treatment in a way that will minimize disruptions to the Town of Tyngsborough's operations. The Board of Selectmen or its designee may, with justifiable cause, ask an employee to modify his or her treatment schedule, with the approval of the medical provider, in order to better accommodate the Town of Tyngsborough's needs.

15.5 Employee Notice Requirements.

- a. If an employee's need for FMLA leave is foresecable, the employee must provide his or her supervisor with at least thirty days advance verbal notice before the leave can begin, or as much notice as is practicable under the circumstances. Such notice should include the employee's reason for requesting leave as well as its anticipated timing and duration. Note: under the Massachusetts Maternity Leave Statute, only two weeks notice is required. If an employee requests eight weeks of leave or less, only two weeks notice may be required.
- b. If an employee's need for FMLA leave or its approximate timing is not foreseeable, the employee is expected to give his or her supervisor notice as soon as possible under the circumstances. Ordinarily, such notice should be provided within one to two working days after the employee learns of the need for the leave.
- c. Employees will be provided a detailed notice at the time they request FMLA leave, which specifies the expectations and obligations of the employee during FMLA leave and the consequences of any failure to meet these obligations.

15.6 Medical Certification Requirements

- a. Any employee requesting a medical leave, either to care for a sick relative or because of the employee's own medical condition, must provide a doctor's statement supporting the employee's need for leave within fifteen days after requesting leave. Employees should contact the Town Administrator's office as soon as their need for a medical leave is determined to obtain the Town of Tyngsborough's Medical Certification form.
- b. A doctor's statement must be submitted monthly while an employee is on medical leave in order to certify the employee's continuing need for leave. A doctor's statement also may be required if an employee requests an extension of leave, or if there is a significant change in circumstances related to the employee's need for leave,
- c. As a condition of returning to work, an employee who has been on medical leave must present a doctor's statement certifying that the employee is well enough to resume work. A medical certification also will be required in any case where an employee on FMLA leave represents that he or she is unable to

refurn to work for medical reasons. If an employee fails to return from FMLA leave, Board of Selectmen may seek reimbursement for any health insurance premiums that it paid during leave unless the employee cannot return for medical reasons or other circumstances beyond the employee's control. The Board of Selectmen reserves the right to seek a second and third medical opinion on the need for Family of Medical Leave. Additional opinions will be paid for by the Town.

d. In the event of two disputed opinions on the need for leave, the third opinion shall be by a health care provider designated and approved jointly by the employee and the Town, and shall be final and binding on the Board of Selectmen and the employee.

15.7 Status of Compensation and Benefits While On FMLA Leave

- a. FMLA leave will be without pay except when an eligible employee uses accrued sick, vacation, or personal time to qualify for compensation during leave. Employees may elect or the Board of Selectmen or its designee may require that employee's substitute accrued paid benefits for an equivalent amount of unpaid FMLA leave.
- b. The Town of Tyngsborough will maintain an employee's health insurance coverage for the duration of the employee's FMLA leave as though the employee were continuously employed. The Town of Tyngsborough will continue to pay its portion of the employee's health insurance premiums provided that the employee pays his or her contributory portion on a timely basis. Employees requesting leave should contact the Town Administrator's office to arrange an acceptable payment schedule.
- c. The Town of Tyngsborough will maintain and pay its portion of the premiums for other benefits during FMLA leave, including life and disability insurance, provided that the employee pays his or her contributory portion on a timely basis. [Note: The Town of Tyngsborough is not required to continue any benefits other than medical insurance during FMLA leave unless a lapse in coverage would jeopardize the resumption of such benefits at the conclusion of FMLA leave].
- d. Employees will not accrue seniority or any benefits, such as for vacation or sick leave, during any periods of FMLA leave. However, such leave periods will be treated as plan vesting and eligibility.

15.8 Return to Work

a. An employee on FMLA leave is expected to report periodically to the employee's supervisor on his or her status and intent to return to work.

The Board of Selectmen will make every effort to restore all employees on leave to their original or equivalent positions with equivalent pay, benefits, and other employment terms. However, it may be necessary to deny restoration to certain highly compensated "key employees" in order to avoid substantial and grievous economic injury to the Town of Tyngsborough's operations. The Town Administrator will notify any employee who qualifies as a "key employee" and thus might be denied restoration, as soon as possible after the employee requests leave.

MID MANAGERS UNION PROPOSAL 10

September 20, 2010

Article 24: Wages

If the Town's population reaches 12,000 inhabitants, the Veteran's Agent position would be increased to 40 hours per week and the base salary for said position would be increased to \$40,000 the minimum pay grade for M-2.

New Section

(~\$44,000)

Effective November 1, 2010, each employee shall receive a base salary equivalent to the sum of the following: FY 2010 pay rates plus 3% increase at minimum/staffing levels defined in the new article title Minimum/Staffing Requirements

MID MANAGERS UNION PROPOSAL 12

September 20, 2010

Article 22: Protective Clothing

New Section

The Town will provide the Sewer Superintendent with standard uniforms for the performance of his duties, along with a laundry service for cleaning of the uniforms to allow for sanitary working conditions as recommended by the Center for Disease Control.

Article 8: Vacation

An employee may carry forward any accumulated vacation that he/she previously accumulated prior to the execution date of this agreement. Effective July 1, 2005, an employee may accumulate vacation time and carry over up to thirty (30) days of vacation time per fiscal year. The Town will buy back up to ten (10) days of vacation time at the employee's current rate of pay at the end of each fiscal year.

Article 6: Holidays

6.1 The following days or days as such, shall be recognized as holidays by the Town of Tyngsborough on the day on which they are legally observed by the Commonwealth of Massachusetts, and on these days employees shall be excused from duty. In addition, all employees will be eligible to one (1) floating holiday to be taken on any day of the employee's choosing.

New Year's Day

Martin Luther King Day

Presidents Day

Patriot's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving Day Christmas Day

Day after Christmas

(1) Floating Holiday

Mid Mangers Proposal

Article 24: Wages

24.1

Effective July 1, 2010, each employee shall receive a 3.0% base salary increase.

Effective July 1, 2011, each employee shall receive a 3.0% base salary increase.

Effective July 1, 2012, each employee shall receive a 3.0% base salary increase.

24.2 Annual Step Increases

An annual 2.2% step increase shall be added to the base wages for all Mid-Mangers in the bargaining unit on July 1st of each fiscal year. Such annual step increase shall be paid to any new bargaining unit member given that they have been employed at least 6 months prior to July1st date.



Town of Tyngsborough Clerical/Library Chapter 888

25 Bryants Lane Tyngsborough, MA 01879 2914 SFP 27 191 9: 18

Gloria Clancy Chapter Chairwomen 978-649-2300, ext. 127

Pamela Berman Chapter Steward 978-649-2300, ext. 115 pamberm@aol.com

September 27, 2010

Mr. Michael Gilleberto Tyngsborough Town Administrator 25 Bryants Lane Tyngsborough, MA 01879

RE: Building Department Hours Proposal

Dear Mr. Gilleberto.

In a letter dated September 20, 2010, the Town proposed to "consider" changing the hours for the Building Department Administrative Assistant from 25 to 35 hours per week. The position was cut from 35 to 25 hours per week July 1, 2009, thus the Town's proposal is a restoration of hours.

The Union is sincerely grateful that the Town has recognized that the depleted hours for this position have left the department unable to maintain the crucial level of service that the citizens of Tyngsborough deserve.

The Union as the bargaining agent with regards to wages, hours and other conditions of employment, would be open to discuss this issue and the related issue of all clerical position hours cut in 2009 for the FY 2010 budget. As such, the Union looks forward to a productive dialogue at the next Collective Bargaining meeting scheduled for September 30, 2010.

Thank you for your prompt attention to this matter.

Sincerely,

Pamela A. Berman

Steward

Clerical Chapter of SEIU Local 888

Lamba a. Berman



Town of Tyngsborough Clerical/Library Chapter 888

25 Bryants Lane Tyngsborough, MA 01879 2010 SEP 27 12 9:19

TYNGSZONOUGH, MA.

Pamela Berman Chapter Steward 978-649-2300, ext. 11S pamberm@aol.com

Gloria Clancy Chapter Chairwoman 978-649-2300, ext. 127

September 27, 2010

Mr. Michael Gilleberto Tyngsborough Town Administrator 25 Bryants Lane Tyngsborough, MA 01879

RE: Highway Department Hours Proposal

Dear Mr. Gilleberto,

In a letter dated September 20, 2010, the Town proposed to "consider" changing the hours for the Highway Department Clerk from 18 to 25 hours per week. The position was cut from 20 to 18 hours per week July 1, 2009, thus the Town's proposal is a restoration and an increase of hours.

The Union is sincerely grateful that the Town has recognized that the depleted hours for this position have left the department unable to maintain the crucial level of service that the citizens of Tyngsborough deserve.

The Union as the bargaining agent with regards to wages, hours and other conditions of employment, would be open to discuss this issue and the related issue of all clerical position hours cut in 2009 for the FY 2010 budget. As such, the Union looks forward to a productive dialogue at the next Collective Bargaining meeting scheduled for September 30, 2010.

Thank you for your prompt attention to this matter.

Sincerely,

Pamela A. Berman

Steward

Clerical Chapter of SEIU Local 888

Lamela C. Berman



Office of the Town Administrator
25 Bryants Lane
Tyngsborough, MA 01879
Tel: 978 649-2300 Ext. 100 Fax: 978 649-2320
E-mail: mgilleberto@tyngsboroughma.gov

Proposal concerning the position of Town Accountant

Remove the position of Town Accountant from the Mid-Managers unit.



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Proposal concerning the position of Town Treasurer

Remove the position of Town Treasurer from the Mid-Managers unit.



Office of the Town Administrator
25 Bryants Lane
Tyngsborough, MA 01879
Tel: 978 649-2300 Ext. 100 Fax: 978 649-2320
E-mail: mgilleberto@tyngsboroughma.gov

Proposal concerning the position of Custodian (Council on Aging)

Remove the position of Custodian (Council on Aging) from the Clerical unit and place the position in the Highway unit.

ADD PALICE PEPARTMENT CUSTOBIAN





Office of the Town Administrator
25 Bryants Lane
Tyngsborough, MA 01879
Tel: 978 649-2300 Ext. 100 Fax: 978 649-2320
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Proposal concerning the position of Building Department Secretary

Increase the number of weekly hours for the position of Building Department Secretary Clerk from 25 to 35. (non-CBA proposal - see related letter)



Office of the Town Administrator 25 Bryants Lane

Tyngsborough, MA 01879
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September 20, 2010

Ms. Pamela Berman, Steward SEIU Local 888, Clerical Chapter

Dear Ms. Berman:

In accordance with Article 8.07 of the parties' collective bargaining agreement, please be advised that the Town is considering changing the hours for the Building Department administrative assistant from 25 to 35 hours per week. Prior to any final decision being made, however, the Town would like to give the Union an opportunity to discuss this issue or any related issues. Please contact me by September 27, 2010 so that a meeting can be scheduled for this purpose. If I do not hear from you or another Union Representative by September 27th, I will assume that the Union does not wish to discuss any of these issues.

If you have any questions, please let me know.

Sincerely,

(EMP

Michael P. Gilleberto Town Administrator

cc: Board of Selectmen
Darren Klein, Esquire



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Tyngsborough, MA 01879
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Proposal concerning the position of Highway Clerk

Increase the number of weekly hours for the position of Highway Clerk from 18 to 25. (non-CBA proposal - see related letter)



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September 20, 2010

Ms. Paméla Berman, Steward SEIU Local 888, Clerical Chapter

Dear Ms. Berman:

In accordance with Article 8.07 of the parties' collective bargaining agreement, please be advised that the Town is considering changing the hours for the Highway Department clerk from 18 to 25 hours per week. Prior to any final decision being made, however, the Town would like to give the Union an opportunity to discuss this issue or any related issues. Please contact me by September 27, 2010 so that a meeting can be scheduled for this purpose. If I do not hear from you or another Union Representative by September 27th, I will assume that the Union does not wish to discuss any of these issues.

If you have any questions, please let me know.

Sincerely,

(BP

Michael P. Gilleberto Town Administrator

cc:

Board of Selectmen Darren Klein, Esquire



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Counterproposal concerning release/reassignment of Highway employees during inclement weather

New Article XXII - Inclement Weather

If the temperature reaches 93 degrees or higher at any work location the employer may release all those bargaining unit employees in the affected area with no loss of pay or reassign said employees to other duties, provided that all work deemed necessary by the Town is completed.

Town's Counter Proposal on Bereavement Leave:

Replace existing Article in Mid-Managers Union (Article 9), Highway Union (Article IX), and Clerical Union (Article 10) with the following:

- A. All unit members shall be granted bereavement leave.
- B. Such leave shall not be charged as sick, vacation, or personal time.
- C. The employee shall be granted five (5) business days (including holidays) without loss of pay or benefits for the loss of: mother, father, spouse, child, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandchild, or any dependent residing with the employee.
- D. The employee shall be granted three (3) business days (including holidays) without loss of pay or benefits for the loss of: grandparent, brother-in-law, sister, in law, and any other non-dependent person permanently residing with the employee.
- E. The employee shall be granted one (1) business day without loss of pay or benefits for the loss of: aunt, uncle, niece, nephew, or cousin of the employee or the employee's spouse.
- F. There shall be no distinction of foster, step or half-relatives in the granting of leave under this section as it relates to parents, children, or siblings.

Town's Counter Proposal on Sick Leave Buyback:

Replace existing Article in Mid-Managers Union (Article 16.1/16.3) and Highway Union (Article X, Section 4) with language that exists in Clerical Union contract (Article 9.06), which is the following:

"Upon notification to the Town by the County Retirement Board that an employee has retired or upon death of an employee, the employee, or any person designated by the employee as his/her beneficiary in the event of his/her death, shall be compensated at 20% rate of their daily wages at the time of their retirement/death for all unused sick days up to the maximum of 120 unused sick days.

SEIU Local 888

to

Town of Tyngsborough

Groundrules for Collective Bargaining

- 1. We arrive on time for all meetings.
- 2. All proposals will be presented in writing.
- 3. No new proposals will be submitted after the fourth bargaining session, excluding any amended or counter-proposals. The groundrules session is considered the first session.
- Either party can call a caucus at any time.
- 5. All tentative agreements will be initialed by a representative of each party.

 All tentative agreements are then subject to an entire agreement being reached by the parties. Once an entire agreement is reached, a memorandum of agreement will be drafted incorporating all of the changes to the collective bargaining agreement.
- 6. The memorandum of agreement will be subject to ratification by the Union membership and the Board of Selectmen and subject to funding at Town Meeting.
- 7. The Town reserves the right at any time to insist that future bargaining sessions be held separately with each bargaining unit.

405479/TYNG/0001

Side Letter of Agreement Between Town of Tyngsborough and the New England Police Benevolent Association, Inc., Local 8

WHEREAS, the New England Police Benevolent Association, Inc., Local 8 ("Union") represents patrol officers and sergeants who are currently employed by the Town of Tyngsborough ("Town");

WHEREAS, the applicable collective bargaining agreement between the parties also includes the position of Lieutenant, although said position has been vacant in recent years;

WHEREAS, the Town filed a petition with the Division of Labor Relations ("DLR") seeking to have the sergeants and lieutenant positions separated from the same bargaining unit as the patrol officers, and said petition has been docketed by the DLR as CAS-10-3751 and is currently pending;

WHEREAS, the parties are commencing negotiations on a successor collective bargaining agreement;

WHEREAS, the Town and the Union wish to mutually and amicably resolve the pending dispute;

BE IT THEREFORE RESOLVED, that

- (1) The parties agree that patrol officers and communication specialists will be represented by the Union, as Unit A, while sergeants and lieutenants will be represented by the Union as Unit B, which will be a separate bargaining unit covered by a separate collective bargaining agreement. The parties agree that until such time as new collective bargaining agreements are agreed upon that the sergeants and lieutenants will continue to be covered under the terms of the existing collective bargaining agreement between the parties.
- (2) The Town agrees that it will fill three (3) Lieutenant Positions by July 1, 2011, the terms and conditions of which will be negotiated by the parties during collective bargaining negotiations.
- (3) The Town agrees that it will withdraw the above referenced petition from the DLR.

FOR THE NEPBA, LOCAL 8:	FOR THE TOWN OF TYNGSBOROUGH:
Dated:	Dated:

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Dated:	Dated:
	Dated:
	Dated:
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	Dated:

GROUND RULES

- No tape recording or transcription of the negotiations shall be made. Each party is free, however, to keep its own notes.
- 2. Each party shall have the right to caucus at any time for a reasonable period of time and will provide the other party with the anticipated length of caucus. $-\rho_A \nu_1 11/1/0$
- 3. Initial proposals will be exchanged by the parties at the first negotiation session that follows the ground rules session. No new proposals, excluding counter-proposals and amended proposals, may be submitted subsequent to the sixth bargaining session that follows the ground rules session. The parties, however, may mutually agree in writing to extend the time to submit proposals.
- 4. All tentative agreements will initialed by a representative of each party. All tentative agreements are subject to an entire agreement being reached on all other issues. At the conclusion of negotiations, a Memorandum of Agreement will be drawn up and signed by the parties.
- The Memorandum of Agreement is subject to ratification by the Union membership and the Board of Selectmen and subject to funding by Town Meeting.
- At the conclusion of each meeting, the parties shall endeavor to set a date and time for the next two (2) meetings.
- 7. All bargaining shall take place at the bargaining table. Off-the-record discussions and conversations that take place away from the bargaining table shall not be binding on the parties and cannot form the basis for an agreement between them.

For the Town:	For the Union:	
	1 West	
Dated: 11/1/2010	Dated: 11/1/18	•